

REPORT OF RCRA COMPLIANCE EVALUATION INSPECTION

AT

Kansas City Kansas Parks Department

1st & Franklin

Kansas City, Kansas 66101

(913) 573-5400

RCRA EPA ID Number: KSD981702087

ON

March 25 and 27, 2009

BY

U.S. ENVIRONMENTAL PROTECTION AGENCY

Region VII

Environmental Services Division

INTRODUCTION

At the request of the Air and Waste Management Division (AWMD), I performed a Resource Conservation and Recovery Act (RCRA) Compliance Evaluation Inspection (CEI) at the Kansas City Kansas Parks Department site (KCK Parks), located in Kansas City, Kansas, on March 25 and March 27, 2009. The inspection was conducted under the authority of Section 3007 of the Resource Conservation and Recovery Act, as amended. During the CEI, I collected information and data necessary to determine compliance with the applicable regulatory and statutory requirements. This report and attachments present the results of the inspection. This inspection was conducted as a Level B Multimedia Inspection and the Multi-Media Screening Checklist is included as attachment 1. Based on information obtained prior to and during the course of the inspection, I inspected the facility as a Kansas Generator of Hazardous Waste (per Kansas Regulations), a Small Quantity Handler of Universal Waste, and a Generator of Used Oil. The State of Kansas attempted to conduct an inspection at the facility for RCRA compliance during May 2004. They reported that the facility was closed and had been torn down.

PARTICIPANTS

Unified Government (Unified Gov.):

Name, Position

Mike Tobin, Deputy Director, Public Works Department*

Jack Webb Jr., Street Maintenance Supervisor*

Kenneth Moore, Deputy Chief Council

* Copies of business cards are included as attachment 2.

U.S. Environmental Protection Agency (EPA):

Michael W. Tucker, Life Scientist (Lead Inspector)

Kurt Limesand, Environmental Scientist

John Bosky, Environmental Engineer

Kevin Snowden, Environmental Scientist

INSPECTION PROCEDURE

The Air and Waste Management Division (AWMD) received a confidential complaint regarding the vacant KCK Parks site located at 1st and Franklin, Kansas City, Kansas. At the request of the AWMD, Mr. Bosky and I conducted a visual reconnaissance of the KCK Parks site on the afternoon of March 23, 2009. We observed numerous 55-gallon metal drums scattered under and around a collapsed metal shed, oil leaked from several derelict fork lifts, dozens of broken fluorescent lamps scattered about the floor of one of the buildings, an electrical transformer (possible PCB contamination), scrap tires, and piles of construction debris and trash scattered throughout the two buildings and the grounds. The site was surrounded by a chain link fence, which was missing gates, and had been breached in several areas. We determined that a RCRA Compliance Evaluation Inspection (CEI) was warranted for the facility.

After conversations with the Kansas Department of Environmental Health and the Kansas City Health Department, I determined that the KCK Parks site was owned by the Unified Government of Wyandotte County/Kansas City, Kansas (Unified Gov.). Unable to make telephone contact with a Unified Gov. representative, Mr. Limesand and I arrived unannounced at the Unified Gov. Parks and Recreation offices on the morning of March 25, 2009. The Parks and Recreation offices are located at 5033 State Avenue, Kansas City, Kansas. Ms. Margie Witt, Deputy Director, met us at the front desk and explained that we needed to speak with Mr. Michael Tobin, Deputy Director of the Public Works Department. I spoke with Mr. Tobin by telephone. Mr. Tobin told me that the property and buildings located at 1st and Franklin had been leased to Industrial Liquidators, LLC. Mr. Tobin faxed me a copy of the industrial building lease (see attachment 3). Mr. Tobin also told me that the last lease payment had been made in April of 2006. Mr. Tobin stated that Mr. Jack Webb, Street Maintenance Supervisor would meet with Mr. Limesand and me for an entrance briefing at the 5033 State Avenue location. According to Mr. Tobin, Mr. Webb was authorized to speak and sign documents as an authorized representative of the Unified Government.

Mr. Webb joined Mr. Limesand and me for the entrance briefing. The entrance briefing was held in a vacant conference room. During the entrance briefing, Mr. Limesand I presented our credentials and exchanged business cards with Mr. Webb. I presented Mr. Webb with a copy of RCRA Section 3007 (a), which provides the authority for conducting RCRA inspections. Mr. Webb was also presented with a copy of Title 18 U.S. Code, Sections 1001 and 1002, which provides penalties for providing false and/or misleading information to Federal representatives, and for the possession and use of fraudulent documents. I explained the EPA policy regarding collection of confidential business information (CBI) to Mr. Webb. I explained that at the conclusion of the inspection KCK Parks would be provided with a copy of the EPA *Confidentiality Notice*, with which a CBI claim could be made for any or all of the information and documentation collected during the inspection. I also discussed the document receipt form and the general plan for the inspection. There was no *RCRA Handler Information Report* available for Mr. Webb to review. Mr. Webb told me that the Unified Gov. abandoned the site at 1st and Franklin in 1999 or 2000. According to Mr. Webb, the only items left at the 1st & Franklin site when the Unified Gov. moved out were sand, gravel, and some benches. He stated that they later removed the sand and gravel. Mr. Webb then accompanied Mr. Limesand and me on the inspection of the 1st & Franklin site. Mr. Webb chose to remain near his vehicle, while Mr. Limesand and I conducted the visual inspection of the site. Mr. Bosky joined Mr. Limesand and me for a portion of the afternoon visual inspection of the site.

The inspection consisted of a discussion of the facility operations, waste generation and management practices, and a visual inspection of the site. A Global Positioning System (GPS) reading was obtained at the conclusion of the inspection from the site parking lot, located in front of the KCK Parks building.

Information collected during this inspection is documented on the Kansas Department of Health and Environment (KDHE) Hazardous Waste Compliance Inspection Checklist and the KDHE Used Oil Compliance Inspection Checklist (attachment 4), and also in my field notes. Document photocopies were collected as inspection documentation (see attachments 1-9). Attached are the fifty-six photographs which were taken as additional documentation (see photographs 1-56). I conducted this inspection in accordance with the procedures described above, and the following EPA Region VII Standard Operating Procedures (SOPs), with any variance noted.

<u>SOP Number</u>	<u>SOP Description</u>
2321.1C	RCRA Compliance Evaluation Inspection

Due to the involvement of the Region VII environmental response team, acting under the authority of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (CERCLA), a decision was made after the first day of the RCRA inspection (3/25/09) that the RCRA inspection should not continue until an Access Agreement was agreed to by the Unified Government of Wyandotte County/Kansas City, Kansas. The Access Agreement was signed Thursday, 3/26/09 (attachment 5). The RCRA inspection

continued the following day, Friday, 3/27/09. Mr. Snowden joined Mr. Limesand and me during the 3/27/09 visual inspection of the site. At the conclusion of this CEI, my findings were summarized and reviewed with Mr. Tobin and Mr. Moore during the exit briefing. Mr. Tobin allowed me to discuss the first page of the RCRA *Notice of Violations* (NOV) and the other areas of regulatory concern during the exit briefing. Mr. Tobin told me that the Unified Government cleaned the site in 2000 when they left the site, and that none of the "stuff" at the site was theirs. Mr. Tobin did not want to discuss any further citations, and summoned Mr. Moore. Mr. Moore joined the exit briefing in progress, at the urging of Mr. Tobin. Mr. Tobin refused to sign any of the documents provided during the exit briefing. I provided Mr. Moore with a *Receipt for Documents and Samples*, which he signed as acknowledgement of receipt (attachment 7). Mr. Moore signed a *Notice of Violation* (attachment 8) as acknowledgement of receipt, after I agreed to give the Unified Gov. 21 days to respond to the violations. I crossed out 14 days on the NOV form, wrote in 21 days, initialed and dated the form, and left it with the Unified Gov. representatives. I encouraged the Unified Gov. representatives to respond in writing within 21 calendar days regarding the issues listed on the *Notice of Violation*. Mr. Moore refused to sign the *Confidentiality Notice*, stating that he needed additional time to review the requirements in 40 CFR 2, subpart B. I wrote "Refused to Sign" on the CBI form (attachment 6), initialed and dated the form and left it with Mr. Moore, who departed at this point in the exit briefing. I ended the exit briefing after leaving several inspection documents and compliance assistance handouts.

The following inspection documents were left with the Unified Gov. representatives:

- Receipt for Documents and Samples* (top page of completed carbon copy set)
- Confidentiality Notice* (top page of completed carbon copy set)
- Notice of Violation* (top page of completed carbon copy set, 4 pages total)

The following Compliance Assistance handouts were left with Mr. Tobin:

- Security Awareness* (EPA pamphlet)
- Commercial Motor Vehicle Transportation Security Planning* (EPA info sheet)
- U.S. EPA Small Business Resources* (EPA fact sheet)
- Compliance Assistance Centers* (EPA fact sheet)
- Supplemental Information for Small Businesses* (EPA fact sheet)
- How to Prepare Hazardous Waste Manifests* (EPA fact sheet)
- Closed Containers* (KDHE Technical Guidance Document)
- Container Management for Hazardous Waste Generators* (KDHE Document)
- Solvent Contaminated Rags/Wipers* (KDHE Technical Guidance Document)
- Spent Fluorescent Lamps* (KDHE Technical Guidance Document)
- Recycling and Disposal of Aerosol Cans* (KDHE Technical Guidance Document)
- Management of Used Antifreeze* (KDHE Technical Guidance Document)
- Used Oil Generators* (KDHE Technical Guidance Document)
- Petroleum Product Mixed With Water* (KDHE Technical Guidance Document)

I informed Mr. Tobin of the KDHE website where he could obtain additional compliance information.

FACILITY DESCRIPTION

Facility Information and Operations

The KCK Parks Department site is located at 1st and Franklin in Kansas City, Kansas. The site consists of two buildings located on five acres of property. The southern vacant building previously served as the KCK Parks Department offices, vehicle maintenance, and equipment storage area. The northern vacant building previously served as the KCK Streets Department offices, vehicle maintenance, and material storage area. See attachment 9 for an aerial view of the site. The site is owned by the Unified Government of Wyandotte County/Kansas City, Kansas. The site was operated by the Unified Gov. until they moved to a new facility, located at 5033 State Avenue, Kansas City, Kansas. The city and county governments were consolidated into one jurisdiction in 1997. According to Mr. Webb, the Unified Gov. moved the Parks Department and the Streets Department facilities to the 5033 State Avenue location in 1999 or 2000. Mr. Tobin and Mr. Webb repeatedly stated that none of the items (drums, containers, roll-offs, forklifts, tires, or transformers) at the site belonged to the Unified Gov. or were placed at the site by the Unified Gov. Mr. Tobin told me that the property and buildings located at 1st and Franklin had been leased to Industrial Liquidators, LLC. Mr. Tobin faxed me a copy of the industrial building lease (see attachment 3). Mr. Tobin also told me that the last lease payment had been received in April of 2006. Mr. Webb told us that the Parks building had been set on fire approximately 1.5 years ago. He also stated that vandals had stripped both buildings of useable items. Mr. Webb stated that the last time he observed any activity at the 1st & Franklin site was approximately 1.5 years ago. Mr. Bosky and I established that both buildings had been stripped of their doors and electrical fixtures and that most of the windows in both buildings had been broken. There was no electrical power in either building during the inspection. The chain preventing road access to the site was broken and laying on the road (see picture 1). The property is surrounded by a chain link fence, which is missing sections in places and has been breached in several areas (photos 20 and 21).

Facility Status

The 1st & Franklin site contains two facilities with EPA identification numbers. Based on information obtained prior to the inspection, and the KCK Parks Department notification, I inspected the Unified Gov. site as a Kansas Generator of Hazardous Waste (per Kansas Regulations). KCK Parks last submitted a Notification of Regulated Waste Activity on September 26, 1986, as a Kansas Generator (greater than 100 kg and less than 1000 kg per month) of D001, D018, and D0039 characteristic hazardous waste. The Unified Gov. did not notify the state upon closing and abandoning the 1st & Franklin site.

NOV #2 Failure to update facility notification upon closing of the facility is in violation of KAR 28-31-4 (c)(1).

The KCK Street Department facility notified as a Small Quantity Generator of D001 characteristic, and F002 and F004 listed Hazardous Waste on January 17, 1989. The KCK Street Department facility EPA identification number is KSD981706914.

The Unified Gov. vacated both buildings, and the five acre site, during 2000, when vehicle maintenance operations were consolidated at the Fleet Service Center, located at 5033 State Avenue. According to Mr. Tobin and Mr. Webb, nothing was left at the site, other than sand, salt, and some benches.

Due to the releases of used oil from forklifts abandoned at the site, the site was also inspected as a Generator of Used Oil. Potential Universal Wastes observed on-site included spent fluorescent lamps and spent lead-acid batteries.

FINDINGS AND OBSERVATIONS

The visual inspection consisted of Mr. Limesand and me walking through the two vacated buildings and the site and documenting the materials that appeared to be wastes. Mr. Webb accompanied us to the site, but chose to remain near his vehicle during the visual portion of the inspection. Potential wastes will be discussed in the location that they were discovered.

Parks Building - Upon our entry into the first floor of the south side of the Parks Building, Mr. Limesand and I observed an approximately 30-gallon white plastic drum. The drum was open and was approximately one-half full. The drum was marked as: "Diazinon Mixed". The floor around the drum was covered with an orange substance (see photo 2). The 30-gallon drum was placed in the doorway of what had once been a restroom. There was a strong pesticide smell in the room. The floor was littered with broken bags, plastic containers, cardboard boxes, and a mixture of spilled and leaked substances (see photos 2, 3, 4 and 8).

The following boxes, drums, bags, and containers were observed in the room. Many of the bags and container labels had deteriorated to the point of being unreadable. We decided not to attempt to sort through the piles of unknown substances on the floor and shelves, searching for labels. Due to the conditions encountered in the chemical storage room, the following may not list every container stored in the room, but is a best attempt at doing so.

- 1) Alamo fungicide containers littering the floor. Two of the Alamo boxes were empty, two held smaller boxes of fungicide. (photo 5)
- 2) Two 1-gallon Trimec herbicide containers (photo 5)
- 3) Four 55-gallon metal drums, corroded (photo 6). The drum is badly corroded, but is apparently labeled as: "City of Kansas City Noxious Weeds Department" (photo 9). One of the drums had an open bung with a thief tube in it. Three of the drums had leaked at least a portion of their contents. The drums are placed in the urinals, which had been left in the room.

- 4) One collapsed, corroded 55-gallon drum, unknown contents spilled (photo 6).
- 5) Three bags of agricultural miticide, approximately 4 pounds each (photo 7).
- 6) Two 2.5-gallon plastic containers, Gordon's Dymec, amine 2, 4-D (photo 7).
- 7) One 2.5-gallon plastic container, pichloram, partially full (photo 7).
- 8) One 5-gallon metal container, Diazinon (photo 7).
- 9) Several broken bags containing granular solids (photo 7).
- 10) One 1-gallon container, Basagran (photo 8).
- 11) One plastic container, unknown (photo 8).

The various boxes, drums, bags, and containers observed in the chemical storage room had obviously been abandoned. The 55-gallon drums were corroded, bags were broken, containers spilled on the floor, and the room was in general disarray. None of the containers were dated or labeled as hazardous waste.

The following citations were issued based on the above chemical storage room:

NOV #1 Failure to perform a hazardous waste determination on drums and pesticide containers in the Parks building restroom is in violation of KAR 28-31-4 (b).

NOV #3 Failure to recycle, treat, or dispose of waste on-site in an acceptable manner is in violation of KAR 28-31-4(m)(2).

NOV #4 Failure to mark accumulation start date on each container in the Parks building restroom is in violation of KAR 28-31-4(h)(3).

NOV # 5 Failure to mark the drums and containers in the Parks building restroom with the words "Hazardous Waste" is in violation of KAR 28-31-4(h)(4).

NOV # 6 Failure to keep containers in the Parks building restroom in good shape and closed during storage is in violation of KAR 28-31-4(h)(2)(A).

NOV #7 Failure to conduct weekly inspections of containers in the Parks building restroom for signs of leakage is in violation of KAR 28-31-4(h)(2)(A).

NOV #8 Storing hazardous waste for greater than 90 days is in violation of KAR 28-31-4(g).

NOV #9 Failure to maintain and operate the facility to minimize the possibility of a fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents is in violation of 40 CFR 265.31.

We observed several trash piles scattered throughout the first floor of the Parks building. One of the trash piles contained an enamel paint can, with holes in the lid, labeled as combustible paint and an open bag of Dursban insecticide (photo 10).

On the east side of the first floor we entered a room which contained one 5-gallon bucket of Johnson JX 4000 concrete sealer, partially full. We also observed one 5-gallon bucket labeled Gym Finish Wood Seal, partially full. (photo 11). In another room on the first floor, we found a 55-gallon drum, unmarked, open, and approximately one-third full (photo 12 and 13). We also observed a spent fluorescent lamp, and several lead-acid batteries abandoned in the building (photo 14 and 15).

Open Area (west) - The open area north of the Parks building was littered with trash piles (photo 16). There was one empty 55-gallon yellow drum which was marked "City of Kansas City" (photos 17 and 18). There were also five derelict forklifts which had been abandoned at the site. There was a large dark stain, approximately 20'x10' on the ground near the forklifts. The stain appears to be used oil which has leaked from several of the forklifts (photo 19).

NOV #10 Failure to clean up and properly manage a release of Used Oil is in violation of KAR 28-31-16/40 CFR 279.22(d)(3).

Streets Building - We observed what appeared to have been dozens of broken fluorescent lamps on the floor of the Streets building (photo 27). The floor was covered with pieces of broken lamp glass and trash (photo 28). We also observed a cubic yard plastic tote containing spent fluorescent lamps and broken fluorescent lamps (photo 29).

NOV #11 Failure to properly manage spent fluorescent lamps is in violation of 40 CFR 273.13(d).

Open Area (east) - The open area north and east of the Parks building was also littered with trash piles, tires, and roll-offs (photos 22, 23, 24, 25, 26, 32, 33, and 34). We observed a plastic container which held several 1-gallon paint cans (photo 35). We were unable to remove the paint cans to determine contents and volume. There was one 55-gallon metal drum which was not marked and open. It contained approximately one gallon of an unknown liquid (photos 30 and 31).

The site contained a collapsed metal shed near the eastern boundary. According to Mr. Webb, the metal shed was used to hold salt and sand. He also stated that the Unified Gov. had removed the sand and salt from the shed. There were approximately 81 55-gallon drums located in and around the collapsed metal shed (photos 36, 37, 38, and 39). Also in the shed was one 320-gallon plastic tote. The tote was approximately two-thirds full of an unknown solidified substance. Many of the 55-gallon drums were unmovable, due to the shed collapsing on top of them. We observed several open 55-gallon drums (photo 40, 41, 42, 43, and 44). Photo 45 is a close-up of the label on one of the open 55-gallon drums. A hazardous waste determination needs to be made on the waste in the 55-gallon drums and 320-gallon plastic tote, although not specifically mentioned in the NOV.

Spent Batteries - Spent lead-acid batteries were observed in several areas throughout the site photos 14, 15, 46, 47, 48, and 49). A hazardous waste determination needs to be made for the spent lead-acid batteries, although not specifically mentioned in the NOV.

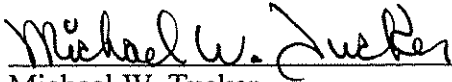
Other Areas of Regulatory Concern

Upon entering the site, we observed numerous abandoned 55-gallon metal drums scattered under and around a collapsed metal shed, oil leaks from several derelict fork lifts, dozens of broken fluorescent lamps scattered about the floor of one of the buildings, an electrical transformer (possible PCB contamination), scrap tires, and piles of construction debris and trash scattered throughout the two buildings and the grounds. While not directly under the regulation of the RCRA program, the following issues were also observed at the site:

- 1) Storage of solid waste without a permit.
- 2) Failure to manage scrap tires properly.
- 3) Possible friable asbestos was observed in the ceiling tiles in the Parks building (photo 50), the pipe wrapping outside the Streets building (photo 51), and in garbage bags in a roll-off (photo 26).
- 4) Possible PCB containing electrical ballasts found in the Parks building (photo 53 and 54).
- 5) Possible PCB containing electrical transformer located outside the Streets building (photo 55) and possible leakage from the transformer (photo 56).
- 6) Unregistered pesticides stored in the Parks building.
- 7) Possible lead paint in the Parks building (photo 52).

Summary

The Unified Government of Wyandotte County/Kansas City, Kansas Parks Department site was inspected as a Kansas Small Quantity Generator of Hazardous Waste, a Small Quantity Handler of Universal Waste, and a Generator of Used Oil. The first five violations cited and the other areas of regulatory concern were discussed during the exit briefing.



Michael W. Tucker

Life Scientist

Date: April 13, 2009

Attachments

Photo Log (6 pages)

Photographs (29 pages/56 photographs)

Attachment 1 - Region VII Multimedia Screening Checklist (1 page, both sides)

Attachment 2 - Facility Representatives' Business Cards (1 page)

Attachment 3 - Lease Agreement; Unified Gov/Industrial Liquidator

Attachment 4 - KDHE Hazardous Waste Compliance Inspection Checklist and Used Oil Compliance Inspection Checklist (16 pages)

Attachment 5 - Unified Government Access Agreement

Attachment 6 - *Confidentiality Notice* (1 page)

Attachment 7 - *Receipt for Documents and Samples* (1 page)

Attachment 8 - *Notice of Violation* (4 pages)

Attachment 9 - 1st & Franklin Site Aerial Photo (1 page)

KCK Parks Department
1st & Franklin
Kansas City, KS 66101

Photos taken by
Kurt Limesand (3/25/09)
and
Michael W. Tucker (3/27/09)
On March 25 and March 27, 2009

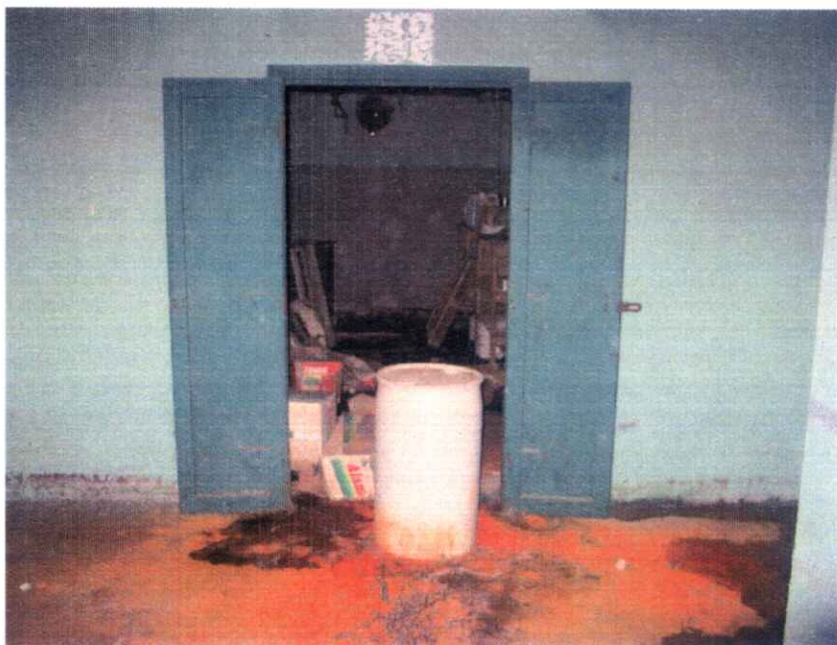


KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Photo of broken chain on
Richmond. Open access to site.
Photo taken facing east.

Photo 1 Kurt Limesand

mwz



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Photo of 30-gallon white plastic
drum labeled: "Diazinon Mixed".
Open bung, ~one-half full. Orange
material on the floor. Parks bldg,
outside of the restroom.
Photo taken facing south.

Photo 2 Kurt Limesand

mwz



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Photo of various spilled materials
on the restroom floor. Photo taken
facing south.

Photo 3 Kurt Limesand

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Photo of crystalline substance on
the restroom floor. Photo taken
facing south.

Photo 4 Kurt Limesand

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Photo of Alamo fungicide containers (2 full boxes, 2 empty boxes). Container volumes unknown. Also 2 Trimec herbicide containers. Photo taken facing east.

Photo 5 Kurt Limesand

mwz



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Photo of collapsed 55 gallon drum, granular substance on floor. Also shows 55 gallon drums placed in the urinals. Photo taken facing south.

Photo 6 Kurt Limesand

mwz



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Photo of various containers on west wall of restroom; includes agricultural miticide, Gordons Dymec (amine 2, 4- D), pichloran, and diazinon. Photo taken facing southwest

Photo 7 Kurt Limesand

mw>

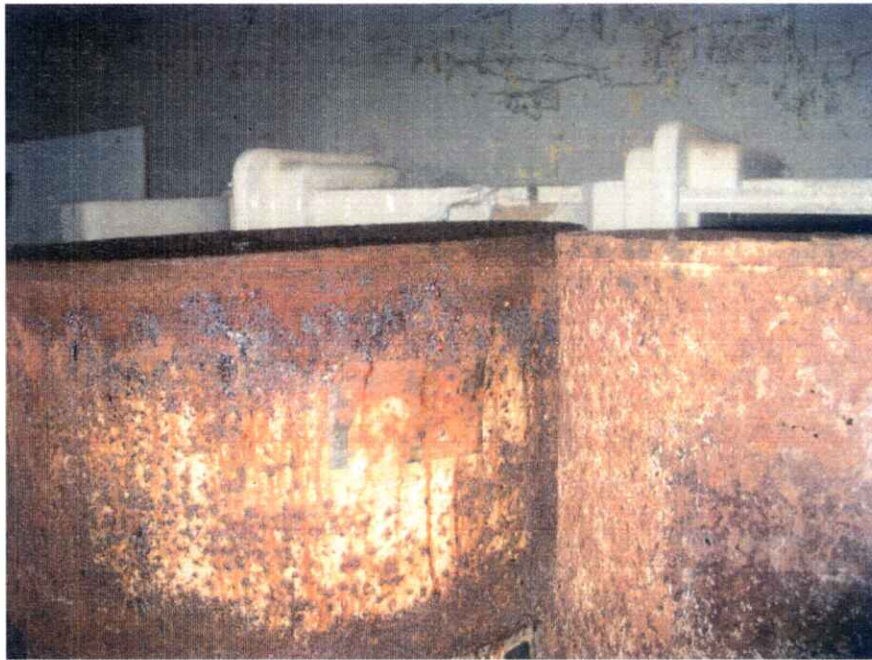


KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Photo of debris and containers on restroom floor. One gallon container labeled "Basagran". Photo taken facing west.

Photo 8 Kurt Limesand

mw>



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Photo of label on corroded drum in restroom. "City of KC, KS Noxious Weeds Department". Photo taken facing east.

Photo 9 Kurt Limesand

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Various trash in piles, includes enamel paint gallon can with lid punctured, open bag of Dursban pesticide. Photo taken facing west.

Photo 10 Kurt Limesand

mw2

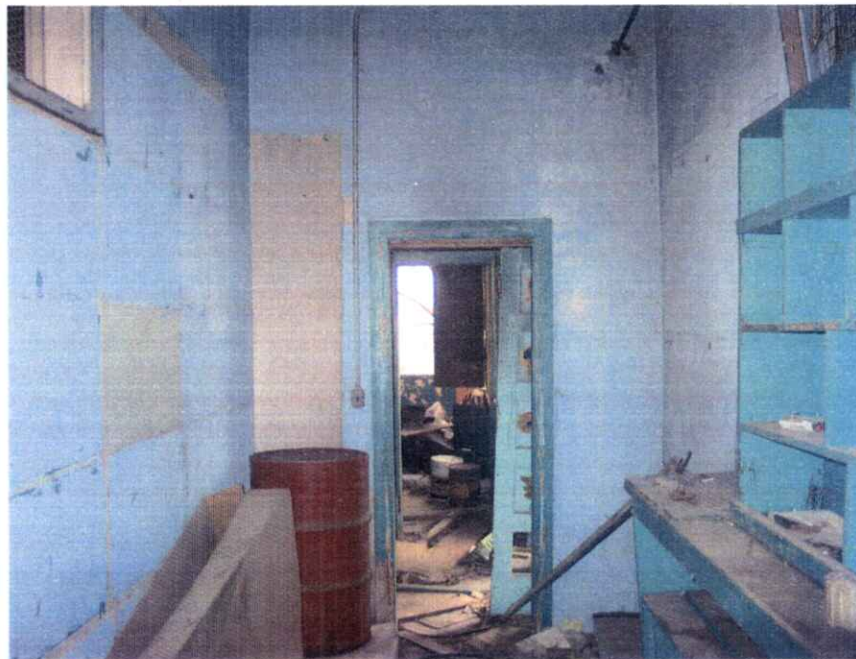


KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

East side first floor room. Two partially full 5-gallon pails, one labeled Johnson Concrete Sealer, one labeled Gym Finish Wood Sealer. Photo taken facing east.

Photo 11 Kurt Limesand

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

55-gallon drum with hole in top approximately one-third full, first floor east side room. Photo taken facing east.

Photo 12 Kurt Limesand

mw2

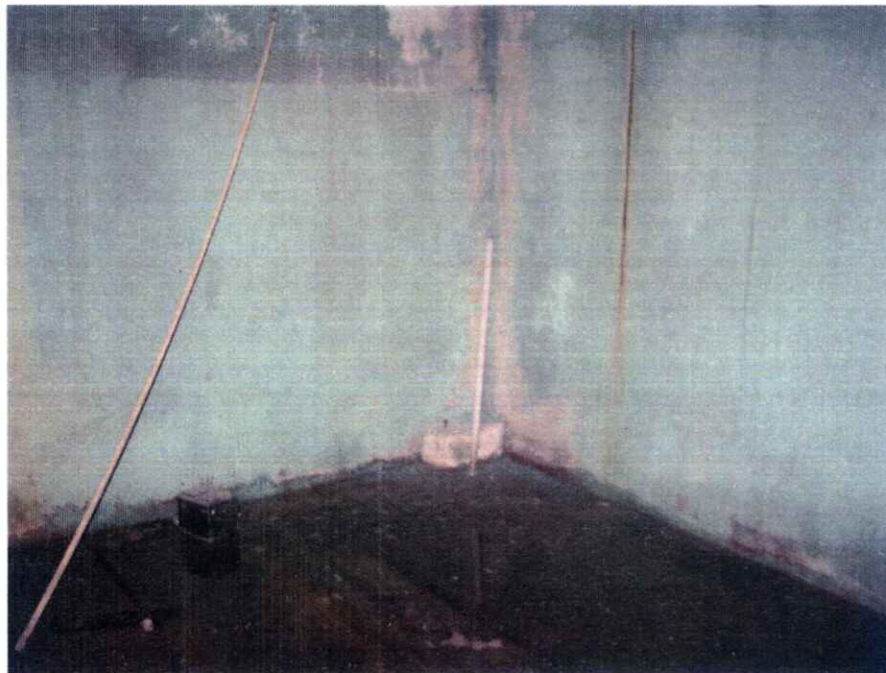


KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Close-up of hole in 55-gallon drum pictured in photo 22. Photo taken facing east. East side first floor room.

Photo 13 Kurt Limesand

mw



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Lead acid battery and fluorescent lamp in southwest corner, second room west of restroom. Photo taken facing southwest.

Photo 14 Kurt Limesand

mw



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Trash piles in vehicle bay, including rechargeable battery, empty antifreeze container, and crushed paint can. Photo taken facing northeast.

Photo 15 Kurt Limesand

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Trash pile to north of Bldg 1. Includes apparent fire damaged materials, industrial enamel paint can and tires. Photo taken facing southwest.

Photo 16 Kurt Limesand

mw2

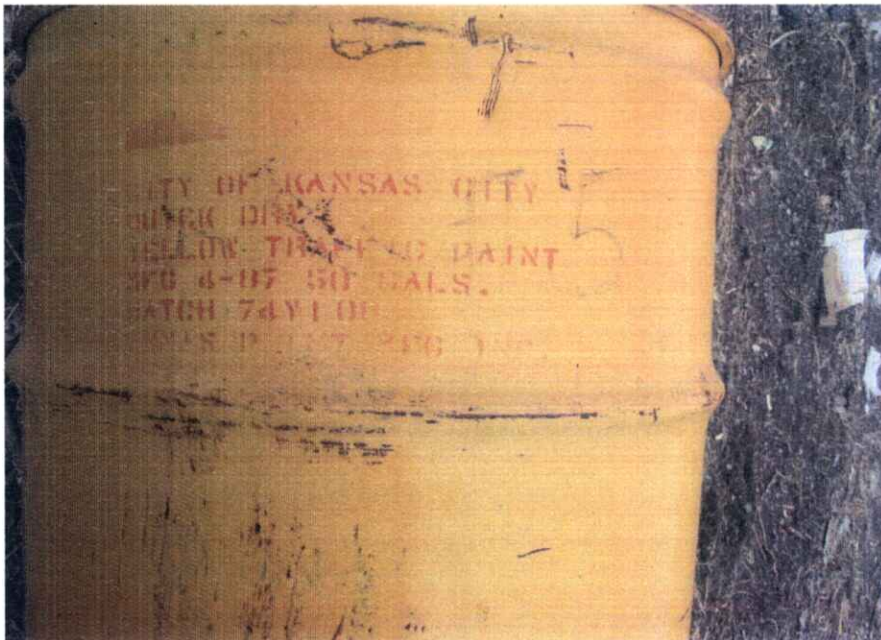


KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

55-gallon drum outside Parks
bldg. Photo taken facing
southwest

Photo 17 Kurt Limesand

mw7



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Detail of label on drum, "City of
Kansas City" stenciled on drum.
Photo taken facing southwest.

Photo 18 Kurt Limesand

mw7



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Five forklifts, large oil stain on pavement, located between Parks bldg and Streets bldg. Photo taken facing southwest.

Photo 19 Kurt Limesand

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Photo of opening in fence, Streets building in background. Photo taken facing northwest.

Photo 20 Kurt Limesand

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Open access point in fence break,
residential area to west. Photo
taken facing south.

Photo 21 Kurt Limesand

mw?



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Photo of general debris pile,
residential building in background,
north end of Streets bldg in left
background, photo taken facing
west.

Photo 22 Kurt Limesand

mw?



KCK Parks Dept.
 Kansas City, KS 66101
 March 25, 2009

Area west of Streets bldg, photo showing general debris and piles of fibrous material, possible asbestos, in background. Photo taken facing north.

Photo 23 Kurt Limesand

mw2



KCK Parks Dept.
 Kansas City, KS 66101
 March 27, 2009

Photo of tires and scrub trees.
 Photo taken facing east.

Photo 24 Michael W. Tucker

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Photo of roll-offs, two full of tires and wheels. Photo taken facing east.

Photo 25 Kurt Limesand

mw7



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Open roll-off container with possible asbestos-containing materials in bags. Photo taken facing west.

Photo 26 Kurt Limesand

mw7



KCK Parks Dept.
 Kansas City, KS 66101
 March 25, 2009

Interior shot, east side of Streets bldg,
 debris including broken fluorescent
 lamps, circuit boards and other trash.
 Photo taken facing north.

Photo 27 Kurt Limesand

mw2



KCK Parks Dept.
 Kansas City, KS 66101
 March 25, 2009

Interior shot of Streets bldg, general
 debris. Photo taken facing northwest.

Photo 28 Kurt Limesand

mw2



KCK Parks Dept.

Kansas City, KS 66101

March 27, 2009

Photo of cubic yard plastic tote containing broken fluorescent lamps and miscellaneous trash (Streets bldg). Photo taken facing south.

Photo 29

Michael W. Tucker

mw2



KCK Parks Dept.

Kansas City, KS 66101

March 25, 2009

55-gallon drum with open bung, contained ~1 gallon of unknown liquid. Photo taken facing east.

Photo 30

Kurt Limesand

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

View past roll-off in previous photo, stain across ground and off-site through fence in background to drainage. Drum from photo 30 in background, photo taken facing east.
Photo 31 Kurt Limesand

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Various containers, gray 5-gallon pail full of unknown substance. Photo taken facing south.

Photo 32 Kurt Limesand

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Various small, full paint and chemical containers, including glazing and coating compounds, located between roll-offs on east side. Photo taken facing north.

Photo 33 Kurt Limesand

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Three 55-gallon drums, one blue and labeled "Sunflower Oil", one blue unmarked, one green unmarked, stain on ground and off-site through fence in background to drainage. Photo taken facing east.

Photo 34 Kurt Limesand

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Paint cans in roll-off on east side.
Photo taken facing west.

Photo 35 Kurt Limesand

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Collapsed metal shed containing
estimated 81 55-gallon drums, some
empty, some partially full, some full,
1 320-gallon tote, ~two-thirds full of
solidified material. Photo taken
facing east.

Photo 36 Kurt Limesand

mw2



KCK Parks Dept.

Kansas City, KS 66101

March 25, 2009

East side of collapsed metal shed
containing 55-gallon drums. Photo
taken facing north.

Photo 37 Kurt Limesand

mwz



KCK Parks Dept.

Kansas City, KS 66101

March 25, 2009

55-gallon drums under collapsed metal
shed. Photo taken facing north.

Photo 38 Kurt Limesand

mwz



KCK Parks Dept.

Kansas City, KS 66101

March 25, 2009

Overtured 55-gallon drum, stain on ground. Photo taken facing southeast.

Photo 39

Kurt Limesand

mw2



KCK Parks Dept.

Kansas City, KS 66101

March 27, 2009

Photo of two open containers located outside of the collapsed metal shed. Photo taken facing east.

Photo 40

Michael W. Tucker

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 27, 2009

Photo of contents of partially crushed blue metal drum shown in photo 40.
Photo taken facing southwest.

Photo 41 Michael W. Tucker

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 27, 2009

Photo of contents of 1st open 55-gallon drum (photo 40), showing sheen on liquid in the container.
Photo taken facing east.

Photo 42 Michael W. Tucker

mw2



KCK Parks Dept.
 Kansas City, KS 66101
 March 27, 2009

Photo of both open 55-gallon drums located outside. Photo taken facing east.

Photo 43 Michael W. Tucker

mw2

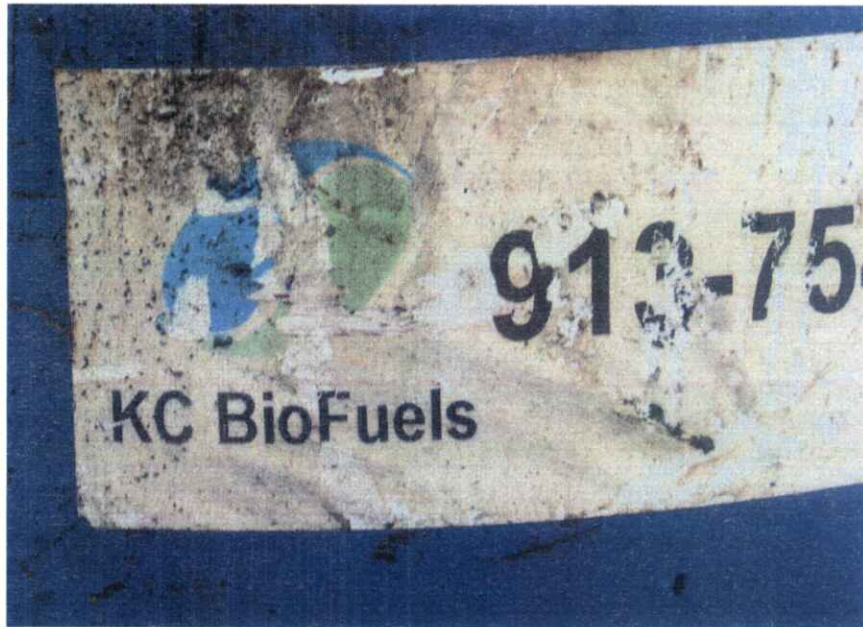


KCK Parks Dept.
 Kansas City, KS 66101
 March 27, 2009

Photo of contents of an open 55-gallon drum located outside collapsed metal shed. Approximately one-third full. Photo taken facing east.

Photo 44 Michael W. Tucker

mw2



KCK Parks Dept.

Kansas City, KS 66101

March 27, 2009

Photo of KC Biofuels label on 55-gallon drum in photo 43. Photo taken facing south.

Photo 45

Michael W. Tucker

mw2



KCK Parks Dept.

Kansas City, KS 66101

March 25, 2009

Rechargeable battery in open container. Photo taken facing south.

Photo 46

Kurt Limesand

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 27, 2009

Photo of cracked lead-acid battery
outside near the roll-offs. Photo
taken facing east.

Photo 47 Michael W. Tucker

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 27, 2009

Close up photo of cracked lead-acid
battery detailing the label. Photo
taken facing east.

Photo 48 Michael W. Tucker

mw2



KCK Parks Dept.
 Kansas City, KS 66101
 March 25, 2009

Rechargeable battery on ground, collapsed metal shed and other debris in background. Photo taken facing east.

Photo 49 Kurt Limesand

mw>



KCK Parks Dept.
 Kansas City, KS 66101
 March 25, 2009

Photo of missing ceiling tiles and adhesive inside Parks bldg. The ceiling tiles and adhesive are potential asbestos sources. Photo taken facing east.

Photo 50 Kurt Limesand

mw>



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Exposed friable pipe wrap adjacent to
apparent transformer in Photos 55
and 56, leading into Streets bldg.
Photo taken facing east.

Photo 51 Kurt Limesand

mwz



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Photo of potential lead paint peeling
off the walls (Parks bldg). Photo
taken facing east.

Photo 52 Kurt Limesand

mwz



KCK Parks Dept.

Kansas City, KS 66101

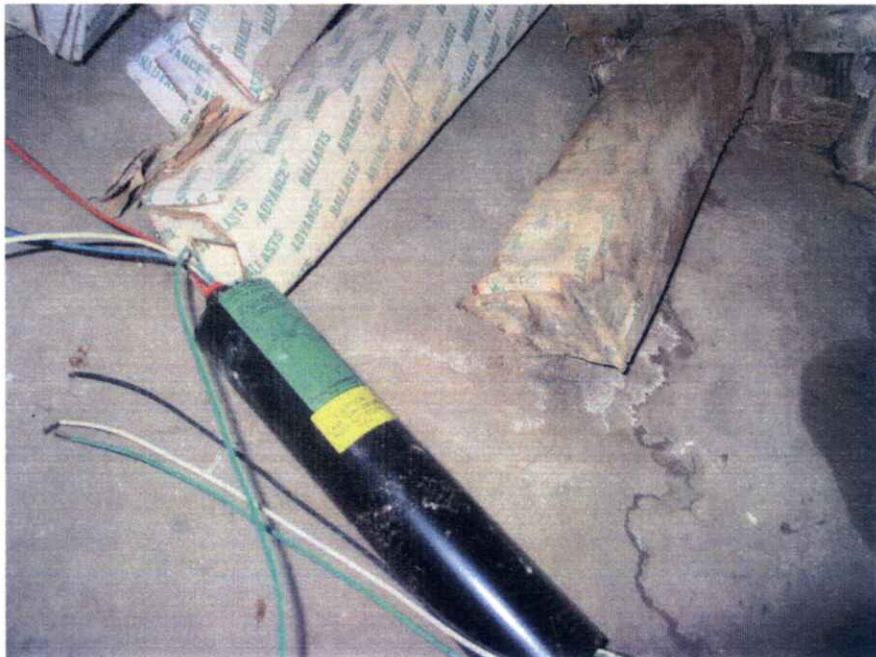
March 25, 2009

Photo of ~100 light ballasts in room west of restroom. Boxes labeled "Advance", unboxed ballasts labeled Phillips brand, photo taken facing south.

Photo 53

Kurt Limesand

mw2



KCK Parks Dept.

Kansas City, KS 66101

March 25, 2009

Detail photo of "Advance" ballast. Photo taken facing south.

Photo 54

Kurt Limesand

mw2



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Photo of apparent electrical transformer (potentially polychlorinated biphenyl-containing) located just east of fence break in Photo 21. Photo taken facing east.

Photo 55 Kurt Limesand

nmw



KCK Parks Dept.
Kansas City, KS 66101
March 25, 2009

Close-up of oily material leaking out of apparent electrical transformer from Photo 55. Photo taken facing north.

Photo 56 Kurt Limesand

nmw

REGION VII MULTIMEDIA SCREENING CHECKLIST

Facility Name: RCK Parks Department Inspector: Tucker
 Facility Ownership: United Government WyCO / RCR Primary Media: RCRA
 Street: 1st + Franklin Inspector Phone Ext.: 7475
 City: Kansas City State: KS Zip: 66101 Date: 3/25 + 3/27/09
 Phone: 913-573-5400 Facility Contact: Mike Tobin SIC/NAICS Code: _____
 Number of Employees: <200 Work Hours/Shifts: 24/7 Facility Subject to OSHA regulations Yes ☒ No ☐

Main facility activity, major process chemical(s) & description: operations & maintenance

(Check all that apply): painting/coating (water-based ☐, solvent-based ☐) , printing ☐ , reacting ☐ , formulating ☐ , distilling ☐ ,
 water treatment ☐ , refrigeration ☐ , manufacturing ☐ , parts washers/degreasing (water-based ☐ , halogenated-based ☐ ,
 non-halogenated-based ☐) , combustion (boiler, furnaces, oxidizers) ☐ plating (chrome ☐ , other _____).

ENVIRONMENTAL JUSTICE (Note: Forward to EJ if a concern is identified during your inspection)

1. Is the facility located in an apparent low income area (e.g., with many abandoned and dilapidated properties)? No ☐ (stop) Yes ☒
 If yes, is facility less than 1000 feet from nearest routinely occupied property (house, school, etc.)? No ☐ (stop) Yes ☒ **Forward to EJ**

EMERGENCY PLANNING & COMMUNITY RIGHT TO KNOW ACT (EPCRA) & TOXIC SUBSTANCE CONTROL ACT (TSCA)

1. Did facility file a Tier II report with fire department, Local & State Emergency Planning Committee? Yes ☐ No ☐ **Forward to EPCRA**
 2. Did facility manufacture, import, or process (formulate, blend, package) >25,000 lbs of a chemical or >100 lbs of a Persistent Bioaccumulative Toxin (lead, mercury, or polycyclic aromatic compounds) at any time over the last 5 years? No ☒ (stop) Yes ☐ **Forward to EPCRA**
 3. Has the facility: **If any box in question 3 is marked - Forward to EPCRA**
 a. Stored ≥500 lbs of ammonia ☐ , ≥100 lbs of chlorine ☐ , or ≥10,000 lbs of an industrial chemical ☐ , at any time over the last 2 years? ☐
 b. Stored ≥10,000 lbs of pressurized flammable material (propane, methane, butane, pentane, etc.) at any time over the last 2 years? ☐
 c. Used ≥10,000 lbs of ammonia ☐ , chlorine ☐ , halogenated solvents ☐ , solvent-based paints ☐ , or solvents ☐ , or nitrated compound, over the last calendar year? ☐
 d. Generated ≥ one half pound of metal dusts, fumes, or metal turnings, over the last calendar year? ☐
 4. Does the facility have any oil filled electrical equipment No ☐ (stop) Yes ☒ **Forward to TSCA and ask** Has facility tested oil filled equipment to determine PCB content; No ☐ Yes ☐ number containing PCBs greater than 50 ppm _____ and percent of all equipment tested _____. Is equipment leaking (including wet or weeping equipment)? No ☐ Yes ☐ - **Get Photo**

CLEAN WATER ACT (CWA) - National Pollution Discharge Elimination System (NPDES), Industrial Pretreatment, Storm Water, & Wetlands

1. Does the facility discharge any wastewater to storm sewers, surface water, or the land? No ☒ (stop) Yes ☐
 If yes, are all wastewater discharges permitted? Yes ☐ No ☐ **Forward to CWA**
 2. Does the facility have process wastewaters that are discharged to a city POTW (Publicly Owned Treatment Works)? No ☐ (stop) Yes ☐
 If yes, are the discharges permitted by: State? ☐ , City? ☐ - If yes, Stop here. No ☐ **Forward to CWA**
 If yes, does the city have a state or EPA approved pretreatment program? Yes ☐ No or Don't Know ☐ **Forward to CWA**
 3. During rainfall events, can storm water carry pollutants from manufacturing, processing, storage, disposal, shipping and receiving areas, or from construction sites >1 acre, to storm sewers or surface water? No ☐ (stop) Yes ☐
 If yes, does the facility have an NPDES permit for these storm water discharges? Yes ☐ No ☐ **Forward to CWA**
 4. Did you see any wastewater discharges not identified by the facility? No ☒ (stop) Yes ☐ - Identify location, time, appearance of discharge: _____
 (Get Photo) **Forward to CWA**
 5. Does the facility have any wetland areas (e.g. streams, ponds, or temporarily wet areas)? No ☒ (stop) Yes ☐
 If yes, have any wetland areas been dredged, filled, channelized, dammed, or had gravel removed from them within the last 5 years?
 No ☐ (stop) Yes ☐ - Identify location and timeframe _____ (Get Photo) **FWD to Wetlands**

SAFE DRINKING WATER ACT (SDWA) - Underground Injection Control (UIC) & Public Water System (PWS)

1. Does facility discharge any liquids to the subsurface (septic systems, disposal wells, cesspools, etc.)? No ☒ (stop) Yes ☐ Forward to UIC
If yes, do these liquid wastes consist of sanitary wastewater only? Yes ☐ No ☐
2. Does facility provide drinking water to 25 people or more from its own source (private well, pond, etc.)? No ☒ (stop) Yes ☐ Forward to PWS
If yes, does the facility test or monitor its drinking water in order to comply with state regulations? Yes ☐ No ☐

CLEAN AIR ACT (CAA) and CFCs

1. Do you see any dense, non-steam, smoke or dust emissions leaving the facility property? No ☒ Yes ☐ Forward to CAA
Source _____ (Get Photo)
2. Does the facility have any new air pollution emitting equipment that was constructed or installed in the past 5 years? No ☒ (stop) Yes ☐
If yes, is equipment permitted? Yes ☐ No ☐ Forward to CAA Describe: _____
3. Does the facility have any cooling units that contain >50 lbs of refrigerant? No ☒ (stop) Yes ☐ Forward to CFC
If yes, are these units: Self-serviced? ☐ Contract Serviced? ☐ - Service Company: _____
4. Does the facility have a refrigeration process that contains more than 10,000 lbs of ammonia? No ☒ (stop) Yes ☐ Forward to EPCRA/RMP
5. Does the facility service motor vehicle air conditioning systems? No ☒ (stop) Yes ☐ Forward to CFC

RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) and UNDERGROUND STORAGE TANKS (UST)

1. Does the facility generate more than 30-gallons (220 lbs./100kg) of hazardous waste per month or at any one time? No ☐ (stop) Yes ☐
If yes, does facility have an EPA Hazardous Waste Identification Number? Yes ☒ (stop) No ☐ Forward to RCRA
2. Is hazardous waste treated ☐, stored >90-days ☒, burned ☐, land filled ☐, put in surface impoundments ☐ or waste piles ☐?
No ☐ (stop) Yes ☐ If yes, is the facility permitted for above described activity? Yes ☐ No ☒ Forward to RCRA
3. Did you see or does the facility have any large quantities of materials that the facility claims to be non-hazardous waste material (>10 drums, roll-offs, waste piles, etc. - exclude clean office trash, cardboard, & packaging type wastes)? No ☐ (stop) Yes ☒

Material Claimed To Be Non-Hazardous**How does the facility know these wastes are non-hazardous?**

_____	Testing, industry or manuf. info., MSDS, etc. <input type="checkbox"/> ; None available <input type="checkbox"/> Forward to RCRA
_____	Testing, industry or manuf. info., MSDS, etc. <input type="checkbox"/> ; None available <input type="checkbox"/> Forward to RCRA
_____	Testing, industry or manuf. info., MSDS, etc. <input type="checkbox"/> ; None available <input type="checkbox"/> Forward to RCRA
_____	Testing, industry or manuf. info., MSDS, etc. <input type="checkbox"/> ; None available <input type="checkbox"/> Forward to RCRA
_____	Testing, industry or manuf. info., MSDS, etc. <input type="checkbox"/> ; None available <input type="checkbox"/> Forward to RCRA

4. Did you see any leaking hazardous waste containers, drums, or tanks? No ☐ Yes ☒ Forward to RCRA
Describe: _____ (Get Photo)
5. Did you see any signs of spills or releases (e.g., dead or stressed vegetation, stains, discoloration)? No ☐ Yes ☒ Forward to RCRA
Describe: _____ (Get Photo)
6. Did you see any chemical or waste handling practices that concern you (access to children/public)? No ☐ Yes ☒ Forward to RCRA & EPCRA Describe: _____ (Get Photo)
7. Does the facility have any past or present underground petroleum product or hazardous material tanks? No ☐ Yes ☒ Forward to UST
8. Does the facility have any underground fuel tanks for emergency generators? No ☒ Yes ☐ Forward to UST
- Checked 2 weeks ago

SPILL PREVENTION CONTROL AND COUNTERMEASURE PLAN (SPCC)

1. Does the facility have any aboveground oil tanks (petroleum, synthetic, animal, fish, vegetable), with an aggregate volume >1,320 gallons?
No ☒ (stop) Yes ☐ - Does the facility have a certified SPCC Plan? Yes ☐ No ☐ Forward to SPCC
If yes, are there secondary containment systems for the tanks? Yes ☐ No ☐ Forward to SPCC
If yes, are any tanks leaking where oil could reach waters of the State or U.S.? No ☐ Yes ☐ (Get Photo) Forward to SPCC

ENVIRONMENTAL MANAGEMENT SYSTEMS (EMS)

1. Does your facility have an EMS? No ☒ Yes ☐
2. Is the facility's EMS ISO 14001 certified? No ☐ Yes ☐

*** PLEASE TAKE PHOTOS TO DOCUMENT POTENTIAL PROBLEMS**



Michael P. Tobin
Deputy Director
Public Works Department

701 North 7th Street
Kansas City, Kansas 66101

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Fax: (913) 573-5766
E-mail: mtobin@wycokck.org



Jack Webb, Jr.
Street Maintenance Superintendent
Street Division

5033 State Ave.
Kansas City, Kansas 66102

Office: (913) 573-8365
Fax: (913) 573-8326
Mobile: (816) 719-4173
E-mail: jwebb@wycokck.org



**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY
& KANSAS CITY, KANSAS
PUBLIC WORKS DEPARTMENT**

ONE McDOWELL PLAZA

701 NORTH 7TH STREET, 66101

(913) 573-5400
FAX (913) 573-5435

FAX

TO: MIKE TUCKER

FAX NUMBER: 551-9475

FROM: MIKE TOBIN

DATE: 3/25/09

RE: LEASE

NUMBER OF PAGES: (including cover sheet) 5

COMMENTS: _____



INDUSTRIAL BUILDING LEASE



THIS LEASE, made this 1st day of May, 2008, between the Unified Government of Wyandotte County/Kansas City, Kansas, a Municipal Corp. (hereinafter called "Lessor"), and Clint Barr, Industrial Liquidators (hereinafter called "Lessee").

1. Premises and Terms. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described premises, hereinafter referred to as "the premises," in the City of Kansas City, County of Wyandotte, State of Kansas to wit: property and buildings at 6 Richmond, 6R Richmond, & 80 Garfield, Kansas City, KS 66101; designated as Parcel Nos. 110414, 110422 and 209800.

For a term of 3 years and 0 months beginning on the 1st day of May, 2008 and ending on the 30th day of April, 2009, unless sooner terminated as herein provided. Lessee has the option to renew said lease for another two years at terms mutually agreed upon the parties.

2. Rent. The lessee shall pay to the Lessor, the rent due in equal monthly installments of one thousand dollars (\$1,000.00). The rent shall be due and payable on the first day of each month, in advance, at 701 N. 7th St., Kansas City, Kansas 66101, or at such other place as the Lessor shall designate from time to time in writing. \$2,000.00 (see Item #30) dollars shall be paid upon the execution and delivery of this lease, said amount to represent the first month's rent and the last month's rent paid in advance. If this lease is for a term longer than one year the rent due for subsequent terms shall be paid in equal monthly installments as follows:

Year 2: \$12,000 (\$1,000 per month)

Year 3: \$12,000 (\$1,000 per month)

The time of each and every payment of rent is of the essence of the lease. In the event any installment of rent is not received by the Lessor on the due date, but is received by the Lessor within ten (10) days thereafter, a late fee of 1-1/2% of the monthly rent shall be added to the monthly rent to cover the Lessor's added costs, provided, however, the late fee shall be no less than \$25.00; in the event any installment of rent is not received by Lessor within ten (10) days of the due date, a late fee of 2-1/2% of the monthly rent shall be added to the monthly rent to cover the Lessor's added costs, provided, however, the late fee on rent received more than ten (10) days after the due date shall be no less than \$50.00. The late fee shall be due and payable no later than the next monthly rental payment due date after notice from Lessor.

3. Use of Premises. The Lessee agrees to occupy and use the leased premises in accordance with current land use plans (Zoned M3- Industrial).

4. Possession at Beginning of Term. Lessor shall use due diligence to give possession as nearly as possible at the beginning of the term of this lease, and rent shall abate pro rata for the period of any delay in so doing. Lessee shall have and make no claim against Lessor and shall have no other claim than that of rent abatement or delay in possession. In the event Lessee shall request and be granted possession prior to the stated beginning date of this lease, Lessee shall be obligated to pay rent at the rate of N/A Dollars per day for said possession prior to the stated beginning date.

5. Insurance. Lessee shall obtain hazard insurance and name the Unified Government as an additional insured. Lessee shall comply with all regulations of public authority and insurance carriers so the lowest fire, lightning, explosion, extended coverage and liability insurance rates may be obtained; and nothing shall be done or kept in or on the premises by Lessee which will cause an increase in the premium for any of such insurance on the premises or on any building of which the premises are a part or on any contents located therein, over the rate usually obtained for the proper use of the premises permitted by this lease or which will cause cancellation of any such insurance.

If during the term of this lease the rate for fire and what is commonly known as extended coverage insurance shall be increased by reason of the failure of Lessee to comply with insurance regulations, the Lessee keeping or storing explosive or volatile materials on the premises or otherwise using the premises in such manner as to cause such increase, the Lessee shall pay, as additional rent, the amount of such increase, which amount shall be payable within fifteen (15) days from the date of Lessor's notice of an amount so due hereunder.

6. Indemnity and Public Liability. Lessee covenants at all times to save Lessor harmless from all loss, liability, cost or damages that may occur or be claimed with respect to any person or persons, corporation property or chattels on or about the leased premises or to the property itself resulting from any act done or omission by or through the Lessee, its agents, employees, invitees, or any person on the premises by reason of the Lessee's use or occupancy or resulting from Lessee's nonuse, or possession of said property and any and all loss, cost, liability, or expense resulting therefrom; and at all times to maintain said premises in a safe and careful manner. Lessee further covenants and agrees to maintain at all times during the term of this lease, comprehensive public liability insurance in a responsible insurance company, licensed to do business in the State of Kansas and satisfactory to Lessor, properly protecting and indemnifying Lessor in an amount of not less than \$500,000.00 for injury to or death of any person or persons arising out of any one occurrence, and not less than \$100,000.00 for property damage. Lessee shall furnish Lessor with a certificate or certificates of insurance, covering such insurance so maintained by Lessee and which insurance shall contain a clause providing that said insurance may not be cancelled without thirty (30) days prior notice in writing to Lessor. Said insurance certificate shall name Lessor as an additional insured.

7. Assignment of Lease. The Lessee shall not assign, transfer, or encumber this lease and shall not sublet the premises or any part thereof or allow any other person to be in possession thereof without the written consent of Lessor, and it is agreed that any such subletting, assigning or encumbrance of this lease, whether voluntary, by operation of law

or otherwise, without such consent in writing, shall be absolutely void and shall, at the option of the Lessor, terminate this lease.

8. Termination of lease. Lessor, at its sole discretion, has the right to terminate the lease but not without giving the lessee 90 days notice and paying the lessee \$1,000 for each month remaining on the original three-year agreement as full compensation for the lessee's improvements made to said buildings.

9. Intentionally left blank.

10 Acceptance, Maintenance and Repair by Lessee. Lessee has inspected and knows the condition of the premises and accepts the same in their present condition. Lessor shall not be responsible for replacing or repairing any fixture and improvements to the buildings or the building or parking lots. Lessee shall take good care of the premises and equipment and fixtures therein, and at the expiration of the term, Lessee shall surrender the premises broom clean, in as good condition as the reasonable use thereof will permit excepting only reasonable wear and tear arising from the use under this agreement. All damages or injury to the leased premises, including damage to glass, caused by the negligence of the Lessee, or its servants, agents or employees, or by burglary or vandalism, shall be promptly repaired by the Lessee at its expense.

11. Intentionally left blank.

12. Intentionally left blank.

13. Damage by Casualty. In case, during the term created or previous thereto, the premises hereby let, or the building of which said premises are a part, shall be destroyed or shall be so damaged by fire or other casualty, as to become untenable, then in such event, at the option of the Lessor, the term hereby created shall cease, and this lease shall become null and void from the date of such damage or destruction and the Lessee shall immediately surrender said premises and all interest therein to Lessor, and Lessee shall pay rent within said term only to the time of such surrender; provided, however, that Lessor shall exercise such option to so terminate, this lease by notice in writing delivered to Lessee within thirty (30) days after such damage or destruction.

14. Personal Property. Lessor shall not be liable for any loss or damage to any merchandise or personal property in or about the premises, regardless of the cause of such loss or damage.

15. Alterations. Lessee shall not make any alterations or additions in or to the premises without the prior written consent of Lessor. Said approval shall not be unreasonably withheld. Should such written approval be given, Lessee shall, prior to making the improvements, provide protection against mechanic's or material men's liens and shall make all such alterations or improvements in accordance with all requirements of law, regulation and ordinances including but not limited to acquiring any and all permits. All such work, alterations or improvements made by Lessee upon the premises, except movable trade fixtures put in at the expense of Lessee, and which can be removed without damage to or leaving incomplete the building or premises, shall become the property of Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

16. Utilities and Service. Lessee shall furnish and pay for all electricity, gas, water, and the heating fuel used in the premises, unless otherwise herein expressly provided.

17. Public Requirements. Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the premises, or the use thereof, and save Lessor harmless from expense or damage resulting from failure to do so.

18. Fixtures. All buildings, repairs, alterations, additions, improvements, installations, equipment and fixtures, by whomsoever installed or erected (except such business trade fixtures belonging to Lessee as can be removed without damage to or leaving incomplete the premises or building) shall belong to Lessor and remain on and be surrendered with the premises as a part thereof, at the expiration of this lease or any extension thereof.

19. Taxes. In the event ad valorem taxes or special assessments are levied against the leased premises, Lessee will pay, as additional rent, all such ad valorem taxes or special assessments so assessed against the leased premises during the term of this lease. Lessee shall pay said amount of taxes, as additional rent, within thirty (30) days after notice that the same is due. Should Lessee occupy less than the whole of the property against which such taxes are assessed, Lessee's obligation hereunder shall be limited to a pro rata portion of such taxes based on the area of the leased premises to the total rentable space in the property so assessed and of which the premises are a part.

20. Subrogation. As part of the consideration of this lease, each party hereby releases the other from any claim for recovery for any loss or damage to any of its property which is insured under valid and collectable insurance policies to the extent of any recovery collectable under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.

21. Default. If default is made in the payment of any installment of rent on the due date thereof, or if Lessee shall default in the performance of any other agreement and such default continues for ten (10) days after written notice thereof, or if the premises be vacated or abandoned in violation of the terms hereof, or in the event that the Lessee becomes bankrupt, insolvent, or makes assignment for the benefit of creditors, then in any such event this lease shall terminate, at the option of the Lessor, and Lessor may re-enter the premises and take possession thereof, with or without force or legal process and without notice or demand, the service of notice, demand or legal process being hereby expressly waived, and upon such entry, as aforesaid, this lease shall terminate and the Lessor may exclude Lessee from the premises, changing the lock on the door or doors if deemed necessary, without being liable to Lessee for any damages or for prosecution therefore, Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and the Lessee expressly agrees, notwithstanding termination of this lease and re-entry by the Lessor that the Lessee shall remain liable for a sum equal to the entire rent payable to the end of the term hereof. Lessee shall pay any loss or deficiency sustained by the Lessor on account of the premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessee without notice, may relet the leased premises or

any part thereof for the remainder of the term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessee agrees to pay the difference between a sum equal to the amount of rent payable during the residue of the term and the net rent actually received by the Lessor during the term and after deducting all expenses of every kind for repairs, recovering possession and relating the same which difference shall accrue and be payable monthly.

All property of the Lessee which is now or may hereafter be at any time during the term of this lease in or upon said premises, whether exempt from execution or not shall be bound by and subject to a lien for the payment of the rent herein reserved, and for any damages arising from any breach by the Lessee of any of the covenants or agreements of this lease to be performed by Lessee. In the event of default by Lessee in the payment of rent or otherwise, Lessor may foreclose such lien and take possession of said property or any part or parts thereof and sell or cause the same to be sold, at such place as Lessor may elect, at public or private sale, with out without notice, to the highest bidder for cash, and apply the proceeds of said sale to pay the costs of taking possession of and selling said property, and then toward the debt and/or damages as aforesaid. Any excess of the proceeds of said sale over said costs, debts, and/or damages shall be paid to Lessee. Any such sale shall bar any right of redemption by Lessee.

22. Waiver. The rights and remedies of the Lessor under this lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Lessor of any breach or breaches, default or defaults, of Lessee hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Lessor after the termination in any way of the lease shall reinstate, continue or extend the term above demised, except as otherwise agreed under this lease.

23. Intentionally left blank.

24. Notices. Any notice hereunder shall be sufficient if sent by registered or certified mail, addressed to Lessee at the premises, and to Lessor where rent is payable.

25. Subordination. In the event Lessor holds title to said premises by virtue of a lease, then this sublease is and shall remain subject to all of the terms and conditions of such underlying lease, so far as shall be applicable to the premises herein leased. This lease shall also be subject and subordinate in law and equity to any existing or future mortgage placed by Lessor upon the leased premises or the building of which the leased premises form a part.

26. Successors. The provisions, covenants and conditions of this lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto.

27. Quiet Possession. Lessor agrees that so long as Lessee fully complies with all of the terms, covenants and conditions here contained on Lessee's part to be kept and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid, it being expressly understood and agreed that, however, the aforesaid covenant of quiet enjoyment shall be binding upon the Lessor only so long as Lessor remains the owner in fee or leasehold of the leased premises, anything to the contrary in this instrument notwithstanding. Lessor, however, covenants and represents that Lessor has full right, title, power and authority to make, execute and deliver this lease.

28. Bankruptcy. Neither this lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law during the term of this lease or any renewal thereof except as may be mandated under the Bankruptcy Reform Act of 1978.

29. Hold Over.

"In the event Lessee shall hold over beyond the expiration of the term herein provided, or any renewal or extension of this Lease, it is expressly understood and agreed that any such hold-over tenancy shall be a month-to-month tenancy only, and that monthly rental shall continue in an amount equal to the rental specified herein for the last month of the Lease term, and that either Lessor or Lessee may terminate such tenancy at any time by giving the other party thirty (30) days advance written notice."

"It is further expressly understood and agreed that in no event shall said hold-over tenancy extend beyond six months from the expiration of the term herein provided, or any renewal or extension of this lease, unless Lessee and Lessor execute a new Lease for said premises."

30. Rent and Security Deposit. The Lessee will deposit with the Lessor an amount representing a prepayment of the first month's rent and an amount representing a security deposit for the faithful performance by the Lessee of the terms of the agreement and shall be returned to the Lessee, without interest, at the expiration of the lease agreement.

This totals \$ 2000.00 and is broken down as follows:
 \$ 1,000.00 represents the aforementioned first month's rent.
 \$ 1,000.00 represents the aforementioned security deposit

30-A. For the security deposit to be released, the following must be performed:

- Full term of the lease has expired unless an option to terminate has been approved.
- No damage beyond normal wear and tear or excessive cleaning is required when the Lessor inspects the property on the final day of the lease.
- Forwarding address is left with the Unified Government.
- Lessee has given Lessor proper notification of termination and Lessee has no outstanding rent, late charges or utilities.

The security deposit will be refunded by a warrant, mailed to the forwarding address and made payable to all persons signing the lease agreement.


31. Lease Provision. If any payment due under this lease is made by check and if such check is returned to the Lessor because of insufficient funds, Lessee will pay a \$30.00 per check to the Lessor to cover the costs associated with the returned check.


32. Entire Agreement. This lease, including the hereinafter-additional paragraphs, if any, contains the entire agreement between the parties, and no modification of this lease shall be binding upon the parties unless evidenced by an agreement in writing signed by the Lessor and the Lessee after the date hereof. If there be more than one Lessee named herein, the provisions of this lease shall be applicable to and binding upon such Lessee, jointly and severally.

33. Miscellaneous. Any headings preceding any numbered paragraph hereof are inserted solely for convenience of reference and shall not constitute a part of this lease, nor shall they affect its meaning, construction, or effect.

IN WITNESS WHEREOF, the parties have signed quadruplicate copies hereof.

The Unified Government of Wyandotte County/Kansas City, Kansas and

BY 
County Administrator


Member President

Attest: _____
Clerk of the Unified Government

Secretary

APPROVED AS TO FORM



KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
BUREAU OF WASTE MANAGEMENT



HAZARDOUS WASTE
COMPLIANCE INSPECTION CHECKLIST
COVER PAGE

General

☐ Routine

☒ Complaint

EPA ID KSD 981702087 Time _____ Date _____

Generator Name Kansas City Parks Dept District _____

Street 1st + Franklin City Kansas City, KS ZIP 66101

Mailing Address (if different than above) _____

County _____ Phone _____

Contact(s) _____

Inspector(s) _____

Type of Business _____ Number of Employees _____

Generator size classification: ☐ Closed/Inactive ☐ Small Qty. Generator ☐ EPA Generator
☐ Not a Generator ☐ Kansas Generator ☐ Transporter

Other Regulated Activities: ☐ T/S/D Facility ☐ Used Oil Activities
(complete applicable checklist) ☐ Tanks ☐ Universal Waste Activities

Has the company declared any information/processes as trade secrets KSA 65-3447? _____
If yes, explain: _____

Attach all applicable checklists.

If facility is closed/inactive, or has recently moved please provide a brief description here or in an attached summary.

Industrial Wastes Generated

[illegible]

General Requirements (GGR)

YES NO NA

- ① 1. Has the generator evaluated each potentially hazardous waste(s) to determine if it is hazardous? **KAR 28-31-4(b)** ☐ YES ☒ NO ☐ NA
- a. If waste(s) was tested, was the analysis conducted by a laboratory certified by KDHE? **KAR 28-31-4(b)(3)(A)** ☐ YES ☐ NO ☐ NA
- b. If waste(s) was tested, are the results kept for three years from date waste was sent on/offsite for T/S/D? **KAR 28-31-4(f)(1)(C)** ☐ YES ☐ NO ☐ NA
- c. If waste was not tested, did the generator use process knowledge? **KAR 28-31-4(b)** ☐ YES ☐ NO ☐ NA
2. If hazardous waste(s) is disposed of via the sanitary sewer to a Publicly Owned Treatment Works (POTW), has the generator received written approval from the City - POTW? ☐ YES ☐ NO
3. Has the facility obtained a Special Waste Disposal Authorization (SWDA) for each subject waste? **KAR 28-29-109(c)** ☐ YES ☐ NO
- a. List the SWDA authorization number(s): _____
4. If the generator recycles hazardous waste on-site (such as in a still), do they count waste each time prior to its being recycled? **KAR 28-31-4(o)** ☐ YES ☐ NO
- If the waste is not counted, is it exempt because of a closed loop system? **KAR 28-31-4(o)** ☐ YES ☐ NO

General Requirements:

☐ Compliance ☐ Non-Compliance ☐ NA

Notification Requirements (GGR)

5. Has generator notified KDHE and obtained an EPA Identification Number? **KAR 28-31-4(c)(1)** ☒ YES ☐ NO ☐ NA
- ② 6. Is current notification accurate? **KAR 28-31-4(c)(1)** ☐ YES ☒ NO ☐ NA

Notification Requirements:

☐ Compliance ☐ Non-Compliance ☐ NA

Non-Accumulating Small Quantity Generator

YES NO NA

7. If the SQG is accumulating less than 25 kg of hazardous waste on-site,
- a. Is the SQG recycling, treating, or disposing of this waste on-site in an acceptable manner? **KAR 28-31-4(m)(2)**
- b. Is the SQG sending this waste off-site for treatment, storage, or disposal? **KAR 28-31-4(m)(2)**

☐ ☒ ☐

☐ ☐ ☐

Non-Accumulating SQG Requirements:☐ Compliance ☐ Non-Compliance ☐ NA

(small quantity generator not accumulating, stop here)

Accumulating Small Quantity Generator

8. If the SQG is accumulating 25 kg or more of hazardous waste,
- a. Is the SQG recycling, treating, or disposing of this waste on-site in an acceptable manner? **KAR 28-31-4(m)(2)**
- b. If the SQG is sending waste off-site for treatment, storage, or disposal, is the waste sent to a TSD or some other approved waste management facility? **KAR 28-31-4(m)(2)**

☐ ☒ ☐

☐ ☐ ☐

Accumulating SQG Requirements:☐ Compliance ☐ Non-Compliance ☐ NA**Pre-Transport Requirements (GPT)**

9. Does generator package, label (flammable liquid, poison, etc.), and mark (consignee's or consignor's name and address, etc.) waste in accordance with the requirements outlined in 49 CFR Parts 172, 173, 178, and 179 (DOT)? **KAR 28-31-4(e)**
- a. Does generator mark each container of 110 gallons or less as below? **KAR 28-31-4(e)(3)(B)**

☐ ☐

☐ ☐ ☐

*Hazardous Waste-Federal Law Prohibits Improper Disposal.
If found, contact the nearest police or public safety authority or the US EPA.
Generator's Name and Address
Manifest Document Number*

10. Does generator only use a transporter who has registered with the department and obtained an EPA Identification Number? **KAR 28-31-4(c)(2)**

☐ ☐

Pre-Transport Requirements:☐ Compliance ☐ Non-Compliance ☐ NA

Storage Requirements (GPT)

YES NO NA

11. If generator temporarily stores waste in containers,

a. Is each container clearly marked with the words "Hazardous Waste"?

KAR 28-31-4(g)(3) or KAR 28-31-4(h)(4) or KAR 28-31-4(m)(2)(B)

☐ YES ☐ NO

b. Is the accumulation start date marked on each container?

KAR 28-31-4(g)(2) or KAR 28-31-4(h)(3) or KAR 28-31-4(m)(2)(B)

☐ YES ☐ NO

c. Are all containers holding hazardous waste in good condition and closed during storage except when necessary to add or remove waste? **KAR 28-31-4(g)(1)(A) or**

KAR 28-31-4(h)(2)(A) or KAR 28-31-4(m)(2)(B)

☐ YES ☐ NO

d. Does generator conduct weekly inspections of containers for signs of leakage and/or deterioration caused by corrosion or other factors?

KAR 28-31-4(g)(1)(A) or KAR 28-31-4(h)(2)(A) or KAR 28-31-4(m)(2)(B)

☐ YES ☐ NO

A. If yes, are these inspections documented in a log that includes complete date and time of inspection, name of inspector, notations of observations, and date and nature of remedial actions? **KAR 28-31-4(k)**

☐ YES ☐ NO

12. If SQG or Kansas generator is accumulating 2,200 lbs (1,000 kg) or more of hazardous waste (or 2.2 lbs (1 kg) or more of acutely hazardous waste), then check yes and continue with EPA generator requirements.

☐ YES ☐ NO ☐ NA

Storage Requirements:

☐ Compliance ☐ Non-Compliance ☐ NA

(Small quantity generator accumulating <1,000 Kilograms stop here)

Storage Requirements for Kansas and EPA Generators (GPT)

YES NO NA

13. If waste in containers is incompatible with other materials stored nearby, are the containers separated from the other materials by means of a dike, berm, wall, or other means? **KAR 28-31-4(g)(1)(A) or KAR 28-31-4(h)(2)(A)**

☐ ☐ ☐

14. Is EPA generator storing hazardous waste for 90 days or less? **KAR 28-31-4(g)**

☐ ☐ ☐

15. Are containers holding ignitable or reactive waste(s) located at least 15 meters (50 feet) from the generator's property line? (EPA Generator Only) **KAR 28-31-4(g)(1)(A)**

☐ ☐ ☐

(If waste(s) is placed in tanks complete the appropriate inspection checklist.)

Storage Requirements:☐ Compliance ☐ Non-Compliance ☐ NA**Satellite Accumulation Requirements for Kansas and EPA Generators (GPT)**

16. If the Kansas or EPA generator has satellite accumulation areas,
- a. Is no more than 55-gallons of each waste stream accumulated at or near the point of generation, in one container, which is under the control of the operator of the process generating that waste? **KAR 28-34-4(j)(1)**
 - b. Is each container in good condition and closed except to add or remove waste? **KAR 28-34-4(j)(1)(A)**
 - c. Is each container marked with the words "Hazardous Waste"? **KAR 28-31-4(j)(1)(B)**
 - d. Is each container marked with the accumulation start date at the time more than 55-gallons is accumulated, or an additional container is started for the same waste stream? **KAR 28-34-4(j)(2)**
 - e. Is each container managed as a storage container within three days of no longer meeting the definition of a satellite container? **KAR 28-34-4(j)(2)**

☐ ☐☐ ☐☐ ☐☐ ☐ ☐☐ ☐ ☐**Satellite Accumulation Requirements:**☐ Compliance ☐ Non-Compliance ☐ NA

Manifests (GMR)

YES NO NA

- | | | | | |
|-----|--|--------------------------|--------------------------|--------------------------|
| 17. | If a contractual agreement is used in place of manifesting? (Kansas Generators only) | | | |
| a. | Does the contractual agreement include the type of waste and frequency of shipments? KAR 28-31-4(d)(7)(A) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. | Is the vehicle used to transport the waste owned and operated by the reclaimer of the waste? KAR 28-31-4(d)(7)(B) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. | Is a copy of the agreement kept for a period of three years after termination of agreement? KAR 28-31-4(d)(7)(C) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. | If required, is a hazardous waste manifest used? KAR 28-31-4(d)(1) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| a. | If yes, does each manifest include: | | | |
| 1. | Generator EPA identification number (12 digit) and unique manifest document number (five digit)? KAR 28-31-4(d)(1) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. | Number of pages? KAR 28-31-4(d)(1) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. | Generator's name and mailing address? KAR 28-31-4(d)(1) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4. | Generator's phone number? KAR 28-31-4(d)(1) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5. | Each transporter's name? KAR 28-31-4(d)(1) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 6. | Each transporter's EPA identification number? KAR 28-31-4(d)(1) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 7. | Name and site address of designated facility? KAR 28-31-4(d)(1)(A) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 8. | Designated facility's EPA identification number? KAR 28-31-4(d)(1) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9. | Waste description (DOT shipping name, hazard class, packing group and identification number)? KAR 28-31-4(d)(1) | <input type="checkbox"/> | <input type="checkbox"/> | |
| | i. If applicable, are the requirements of 49 CFR 172.203(k) met? KAR 28-31-4(d)(1) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. | Number and type of containers? KAR 28-31-4(d)(1) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 11. | Total quantity? KAR 28-31-4(d)(1) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 12. | Unit (weight or volume)? KAR 28-31-4(d)(1) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 13. | Special handling instructions (if applicable)? KAR 28-31-4(d)(1) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 14. | Generator's certification including waste minimization statement, generator's signature and date? KAR 28-31-4(d)(4)(A) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 15. | Name, signature, and date of initial transporter? KAR 28-31-4(d)(4)(B) | <input type="checkbox"/> | <input type="checkbox"/> | |
| b. | Does generator retain a copy of each manifest signed and dated by both generator and transporter? KAR 28-31-4(d)(4)(B) and/or KAR 28-31-4(d)(4)(C) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. | Does generator retain a copy of each manifest(s) signed and dated by T/S/D facility owner/operator for three years? KAR 28-31-4(f)(1)(A) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. | If generator has failed to receive a signed copy of a manifest within 45 days of initiating a shipment, was an exception report filed? KAR 28-31-4(f)(4)(B) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. | If yes, was copy retained for three years? KAR 28-31-4(f)(1)(B) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Manifesting Requirements:

❑ Compliance

☐ Non-Compliance

□ NÄ

Land Disposal Restriction Requirements (GLB)

YES NO NA

19. If the generator's waste is **not** subject to the Land Disposal Restrictions regulations, please explain why: _____
20. If the generator sent waste **not meeting** the treatment standards to an off-site treatment or storage facility, did the generator provide a one-time written notice with the initial shipment of each different waste stream? **40 CFR 268.7(a)(2)** ☐ ☐ ☐
- a. Did the notice include: EPA hazardous waste number, manifest number, F001-F005, F039 constituents and each underlying hazardous constituents to be monitored (unless all monitored), wastewater or non-wastewater classification, waste subcategory (if any), and waste analysis data, if available? **40 CFR 268.7(a)(2)** ☐ ☐ ☐
21. If the generator sent waste **meeting** the treatment standards to an off-site treatment, storage facility, or disposal facility, did the generator provide a one-time written notice and signed certification statement with the initial shipment to each TSD receiving the waste which certified the waste met the applicable treatment standards? **40 CFR 268.7(a)(3)** ☐ ☐ ☐
- a. Did the notice include: EPA hazardous waste number, manifest number, F001-F005, F039 constituents and each underlying hazardous constituents to be monitored (unless all monitored), wastewater or non-wastewater classification, waste subcategory (if any), and waste analysis data, if available? **40 CFR 268.7(a)(2)** ☐ ☐ ☐
22. If the generator treated waste in tanks or containers to meet applicable treatment standards:
- a. Did the generator have a written waste analysis plan on-site describing procedures used to comply with the treatment standards? **40 CFR 268.7(a)(5)** ☐ ☐ ☐
- b. If the generator sent the treated waste off-site, did the generator provide a notice and signed certification statement with the initial shipment? **40 CFR 268.7(a)(5)(iii)** ☐ ☐ ☐
23. Has the generator retained copies of all notices, certifications, waste analysis data, and other documents for at least 3 years from the last date the corresponding waste was last managed on-site or shipped off-site? **40 CFR 268.7(a)(8)** ☐ ☐ ☐
24. If the generator claims that his characteristic waste is no longer hazardous:
- a. Did the generator submit a one-time notice and signed certification to the KDHE and retain a copy for their files? **40 CFR 268.9(d)** ☐ ☐ ☐
- b. Is the information on the notice and certification current? **40 CFR 268.9(d)** ☐ ☐ ☐

Note: If a generator's waste is subject to any Land Disposal Restriction regulations not covered above, then please discuss these situations in the summary.

LDR Requirements:☐ Compliance ☐ Non-Compliance ☐ NA

Special Conditions (GSC)

YES NO NA

25. If the generator has shipped/received hazardous waste to/from a foreign source, did they comply with the requirements of 40 CFR 262.53 and/or 40 CFR 262.54?

☐ ☐ ☐

If hazardous waste was shipped/received to/from a foreign source, please describe in summary.

Special Conditions Requirements:☐ Compliance ☐ Non-Compliance ☐ NA**Kansas Generator's Emergency Preparedness (GPT)**

26. Has generator designated one employee as emergency coordinator?

KAR 28-31-4(h)(6)☐ ☐

- a. Is the emergency coordinator available to respond to an emergency by reaching the facility within a short period of time? **KAR 28-31-4(h)(6)**

☐ ☐

- b. Is the emergency coordinator or his/her designee prepared to respond to any emergencies (fires, spills, or releases) that arise? **KAR 28-31-4(h)(9)**

☐ ☐

27. Is the following information posted next to at least one telephone which is accessible with little or no delay in an emergency? **KAR 28-31-4(h)(7)**

- a. Name and telephone number of the emergency coordinator(s)? **KAR 28-31-4(h)(7)(A)**

☐ ☐

- b. Location of fire extinguishers and spill-control material and if available fire alarms?

KAR 28-31-4(h)(7)(B)☐ ☐

- c. Telephone number of fire department unless facility has a direct alarm (911 is acceptable)? **KAR 28-31-4(h)(7)(C)**

☐ ☐

28. Have employees been trained so that they are familiar with proper waste handling and emergency procedures that are relevant to their responsibilities during normal facility operations? **KAR 28-31-4(h)(8)**

☐ ☐**KS Gen.'s Emergency Preparedness Requirements:**☐ Compliance ☐ Non-Compliance ☐ NA**Hazardous Waste Reporting (GRR)**

29. Has Kansas or EPA generator submitted an annual monitoring fee and report to KDHE?

KAR 28-31-10(g)(1) or KAR 28-31-10(g)(3)☐ ☐

30. Has EPA generator submitted a biennial report(s) to KDHE? **KAR 28-31-4(f)(2)(A)**

☐ ☐ ☐

- a. Does generator retain a copy of the report for three years? **KAR 28-31-4(f)(1)(B)**

☐ ☐ ☐**Hazardous Waste Reporting Requirements:**☐ Compliance ☐ Non-Compliance ☐ NA

Preparedness and Prevention (GPT)

YES NO NA

31. Has the generator maintained and operated the facility to minimize the possibility of a fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents? **40 CFR 265.31** ☐ ☐ ☐
32. **If appropriate**, based upon the nature and quantity of waste(s) generated and stored at the facility, is the facility equipped with:
- a. Internal communication or alarm system easily accessible in case of emergency? **40 CFR 265.32(a)** ☐ ☐ ☐
 - b. Telephone or hand-held two-way radio capable of summoning emergency assistance from local police departments, fire departments, or State or local emergency response teams? **40 CFR 265.32(b)** ☐ ☐ ☐
 - c. Portable fire extinguisher, fire control equipment, spill control equipment, and decontamination equipment? **40 CFR 265.32(c)** ☐ ☐ ☐
 - d. Is water of adequate volume provided for hose streams, foam producing equipment, sprinklers, etc.? **40 CFR 265.32(d)** ☐ ☐ ☐
 - e. Is this equipment (a-c above) tested and maintained to ensure its proper operation? **40 CFR 265.33** ☐ ☐ ☐
33. Does a check of the facility show sufficient aisle space to allow unobstructed movement of personnel and equipment? **40 CFR 265.35** ☐ ☐ ☐
34. **If appropriate**, for the type(s) of waste handled, has the generator made the following arrangements:
- a. Familiarized the local emergency authorities with the facility, waste(s) handled, entrances and exits? **40 CFR 265.37(a)(1)** ☐ ☐ ☐
 - b. Designated one authority where one or more police or fire departments might respond to an emergency? **40 CFR 265.37(a)(2)** ☐ ☐ ☐
 - c. Made agreements with local emergency response teams, emergency response contractors, and equipment suppliers? **40 CFR 265.37(a)(3)** ☐ ☐ ☐
 - d. Familiarized local hospitals with the properties of hazardous waste(s) handled and types of injuries which could result from fires, explosions, or releases at the facility. **40 CFR 265.37(a)(4)** ☐ ☐ ☐
35. In cases where local authorities decline to enter into such arrangements, is the refusal documented? **40 CFR 265.37(b)** ☐ ☐ ☐

Preparedness and Prevention Requirements: ☐ Compliance ☐ Non-Compliance ☐ NA
(If Kansas generator, stop here)

Personnel Training (GPT)

- | | YES | NO | NA |
|--|--------------------------|--------------------------|----|
| 36. Has the generator established a hazardous waste management training program? | | | |
| 40 CFR 265.16(a)(1) | <input type="checkbox"/> | <input type="checkbox"/> | |
| a. Is the program directed by a person trained in hazardous waste management? | | | |
| 40 CFR 265.16(a)(2) | <input type="checkbox"/> | <input type="checkbox"/> | |
| b. Are new personnel trained within six months after their employment or placement to a new position? 40 CFR 265.16(b) | <input type="checkbox"/> | <input type="checkbox"/> | |
| c. Are new employees supervised until training is completed? 40 CFR 265.16(b) | <input type="checkbox"/> | <input type="checkbox"/> | |
| d. After initial training, are employees trained on an annual basis? 40 CFR 265.16(c) | <input type="checkbox"/> | <input type="checkbox"/> | |
| e. Does the generator maintain the following documents and records: | | | |
| 1. Job title for each position related to hazardous waste management and the name of the employee filling each job? 40 CFR 265.16(d)(1) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. Written job description for each position? 40 CFR 265.16(d)(2) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. Description of type and amount of training to be given each person? 40 CFR 265.16(d)(3) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4. Records of training given to facility personnel? 40 CFR 265.16(d)(4) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5. Are training records kept on all current and past employees? 40 CFR 265.16(e) | <input type="checkbox"/> | <input type="checkbox"/> | |

Personnel Training Requirements:☐ Compliance☐ Non-Compliance☐ NA**Contingency Plan (GPT)**

- | | | | |
|--|--------------------------|--------------------------|--------------------------|
| 37. Does the generator have a contingency plan? 40 CFR 265.51(a) | <input type="checkbox"/> | <input type="checkbox"/> | |
| If yes, | | | |
| a. Does the plan list the name(s), home address, and phone number (home and office) of each designated emergency coordinator in the order in which they should be contacted? 40 CFR 265.52(d) | <input type="checkbox"/> | <input type="checkbox"/> | |
| b. Is an emergency coordinator available at all times? 40 CFR 265.55 | <input type="checkbox"/> | <input type="checkbox"/> | |
| c. Does the plan describe emergency actions facility personnel must take to respond to fires, explosions, or releases of hazardous waste? 40 CFR 265.52(a) | <input type="checkbox"/> | <input type="checkbox"/> | |
| d. Does the plan describe arrangements made with emergency response agencies? 40 CFR 265.52(c) | <input type="checkbox"/> | <input type="checkbox"/> | |
| e. Does the plan include a list of all emergency equipment at the facility, its location, a physical description of each item on the list, and a brief outline of the capabilities of each item? 40 CFR 265.52(e) | <input type="checkbox"/> | <input type="checkbox"/> | |
| f. Does the plan include an evacuation plan for facility personnel that describes signals and evacuation routes? 40 CFR 265.52(f) | <input type="checkbox"/> | <input type="checkbox"/> | |
| g. Have copies of the plan been provided to outside emergency response agencies and hospitals? 40 CFR 265.53(b) | <input type="checkbox"/> | <input type="checkbox"/> | |
| h. If implementation of the plan has been required at the facility, was the generator required to submit a written report on the incident to the KDHE? 40 CFR 265.56(j) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. If yes, was the written report submitted? 40 CFR 265.56(j) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Contingency Plan Requirements:☐ Compliance☐ Non-Compliance☐ NA

(if EPA generator, stop here.)

GENLIST10-25-02.wpd: Generator Checklist Revised October 25, 2002



KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
BUREAU OF WASTE MANAGEMENT



USED OIL
COMPLIANCE INSPECTION CHECKLIST
COVER PAGE

General

☐ Routine ☒ Complaint

EPA ID _____ Time _____ Date 3/27/09

Generator Name Kansas City Kansas Parks Department District _____

Street _____ City _____, KS ZIP _____

Mailing Address (if different than above) _____

County _____ Phone _____

Contact(s) _____ Fax _____

Inspector(s) _____ e-mail _____

Type of Business _____ Number of Employees _____

Operating Hours _____

Lat/Long Location Method: _____ Lat/Long Location Feature: _____

Latitude: (like 37.57621) _____ Longitude: (like -101.57621) _____

Has the Lat/Long been entered in the SW database? Yes ☐ No ☐

Has the company declared any information/processes as trade secrets KSA 65-3447? _____

If yes, explain: _____

TYPE OF USED OIL STORAGE CONTAINERS:

☒ Drums (less than 55 gallons) ☐ Drums (55 gallons or greater) ☐ Tanks ☐ Other: _____

Does the facility have a total above-ground storage capacity of used oil (excluding containers less than 55-gallons) of more than 1,320 gallons? ☐ Yes ☒ No

If yes, then the facility is subject to SPCC requirements due to Used Oil activities.

FACILITY USED OIL ACTIVITIES (Attach a checklist for each one marked):

- | | |
|--|--|
| <input type="checkbox"/> Generator | <input type="checkbox"/> Collection Center / Aggregation Point |
| <input type="checkbox"/> Transporter / Transfer Facility | <input type="checkbox"/> Used Oil Processor / Re-Refiner |
| <input type="checkbox"/> Used Oil Burner (Off-Spec Fuel) | <input type="checkbox"/> Used Oil Marketer |

	Off-Spec Used Oil	On-Spec Used Oil	Oil Filters
Types of Oils: (i.e., motor oil, cooling oil, cutting oil, compressor oil)			
Amount generated per month:			
Amount received from off-site sources:			
Amount presently in storage:			
Accumulation time:			
Present disposal methods:			
Name of UO Transporter			

Used Oil Cover Page 04-25-03.wpd: Checklist Revised April 25, 2003

SUBPART C USED OIL GENERATOR COMPLIANCE INSPECTION CHECKLIST

YES NO NA V#

1. If the generator mixes hazardous waste with used oil without managing the mixture as hazardous waste, does the facility fall under the SQG exemption?
K.A.R. 28-31-4(p) ☐ ☐ ☐

2. If the generator stores used oil on-site:
 - a. Is the storage unit(s) in good condition? KAR 28-31-16/40 CFR 279.22(a) ☐ ☒ ☐
 - b. Is the storage unit(s) free from leaks? KAR 28-31-16/40 CFR 279.22(b) ☐ ☒ ☐
 - c. Is the storage unit(s) and/or fill pipe(s) clearly labeled with the words "USED OIL?" KAR 28-31-16/40 CFR 279.22(c) (If storage unit(s) are labeled "Waste Oil", simply make a comment that they should be re-labeled "Used Oil") ☐ ☒ ☐

3. If there has been a release of Used Oil:
 - a. Was the leak stopped? KAR 28-31-16/40 CFR 279.22(d)(1) ☐ ☐ ☐
 - b. Was the release contained? KAR 28-31-16/40 CFR 279.22(d)(2) ☐ ☐ ☐
 - c. Was the release cleaned-up and managed properly?
KAR 28-31-16/40 CFR 279.22(d)(3) ☐ ☒ ☐
 - d. If necessary, was the storage unit repaired or replaced?
KAR 28-31-16/40 CFR 279.22(d)(4) ☐ ☐ ☐

4. If the generator burns used oil on-site:
 - a. Does generator burn only used oil that the generator/operator generates or used oil received from household do-it-yourself used oil generators, or used oil from any source that has been determined to be on-spec?
KAR 28-31-16/40 CFR 279.23(a) ☐ ☐ ☐
 - b. Is the space heater designed to have a maximum capacity of not more than 0.5 million Btu per hour? KAR 28-31-16/40 CFR 279.23(b) ☐ ☐ ☐
 - c. Are the combustion gases from the space heater vented to the ambient air? KAR 28-31-16/40 CFR, 279.23(c) ☐ ☐ ☐

5. If the generator self-transport used oil to an approved collection site or to an aggregate collection site owned by the generator
 - a. Does the generator transport used oil in a vehicle owned by the generator or an employee of the generator? KAR 28-31-16/40 CFR 279.24(a)(1) or 40 CFR 279.24(b)(1) ☐ ☐ ☐
 - b. Does the generator transport no more than 55 gallons of used oil at any time? KAR 28-31-16/40 CFR 279.24(a)(2) or 40 CFR 279.24(b)(2) ☐ ☐ ☐

NOTE: IF NO TO QUESTION 5-a OR 5-b, COMPLETE USED OIL TRANSPORTER CHECKLIST.

YES NO NA V#

6. If the generator has their used oil reclaimed under a tolling (contractual) agreement?
- a. Does the tolling (contractual) agreement indicate the type of used oil and the frequency of shipments? **KAR 28-31-16/40 CFR, 279.24(c)(1)** ☐ ☐ ☐
- b. Is the vehicle used to transport the used oil to the processing/re-refining facility and to deliver recycled used oil back to the generator owned and operated by the used oil processor/re-refiner? **KAR 28-31-16/40 CFR, 279.24(c)(2)** ☐ ☐ ☐
- c. Is reclaimed oil returned to the generator? **KAR 28-31-16/40 CFR, 279.24(c)(3)** ☐ ☐ ☐
7. Does the generator use a used oil transporter who is registered in Kansas? ☐ ☐ ☐
- Name of Transporter: _____

Used Oil Generator Requirements:

☐ Compliance

☐ Non-Compliance

☐ N/A

V# = Violation Number

Used Oil Generator 04-25-03.wpd: Checklist Revised April 25, 2003

ACCESS AGREEMENT

RIGHT OF ENTRY

1. Unified Government of Wyandotte County/Kansas City, Kansas, a Municipal Corporation (Owner and Grantor), subject to the provisions of a Industrial Building Lease, between The Unified Government and Clint Barr, Industrial Liquidators dated May 1, 2006, hereby knowingly consents to and authorizes pursuant to the terms of this Agreement, the United States Environmental Protection Agency (EPA), its employees or other duly authorized representatives (Grantee) to enter and perform an environmental response action upon property of Grantors located at 6 Richmond, 6R Richmond, and 90 Garfield, Kansas City, Kansas 66101; designated as Parcel Numbers 110414, 110422 and 209800, and any adjacent or nearby rights-of way (hereinafter the "Property"). The Property is subject to a May 1, 2006 Industrial Building Lease with Clint Barr, Industrial Liquidators (Lessee). The Lessee could not be located.

PURPOSE OF ENTRY

2. The purpose of entry upon the Property is to conduct an environmental response action pursuant to provisions of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (CERCLA), 42 U.S.C. § 9601 *et seq.*, and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. Part 300. The environmental response shall include the following activities on Grantors' property: Conducting a site investigation, which includes locating equipment and machinery, ~~constructing a chain-link fence around suspected areas of contamination and collecting~~ environmental samples.
3. All response activities are subject to the availability of funds.
4. This Agreement shall in no way affect the access authority of EPA under CERCLA or any other law.

AGREEMENT NOT TO INTERFERE

5. Grantors agree not to interfere with any of the lawful activities conducted by or equipment used by Grantee in conducting activities pursuant to this Agreement. Grantors further agree not to take any action in regard to the use of the Property which would tend to endanger the health or welfare of persons or the environment or to allow others to use the Property in such a manner.

RESTORATION OF PROPERTY

6. Grantee agrees that all EPA materials and equipment shall be removed from the Property upon the completion of the response action. The Property shall be left as nearly as possible to its original condition as found immediately preceding the beginning of the activities performed pursuant to this Agreement.

SITE SAFETY PLAN

7. The Grantee agrees that a site safety plan for the work to be performed pursuant hereto will be developed and implemented, and that Grantee shall follow all required health and safety protocols.

LIMITATION OF LIABILITY

8. The EPA's liability for damages to the Property or injuries to persons which result from, or are caused by, the activities on the Property shall be to the extent permitted by the Federal Torts Claims Act, and the Federal Employees Compensation Act (28 U.S.C. 2671 et seq., 5 U.S.C. 8108 et seq., and 31 U.S.C. 240 et seq.).

TERM OF AGREEMENT

9. The term of this Agreement shall not extend beyond sixty (60) days from the below-signed date of Grantee unless, prior to the end of the sixty (60) day period, this Agreement is amended or Grantors receives written notice from Grantee that the environmental response action has been completed and that Grantee has met its obligations pursuant to Paragraph 7 of this Agreement.

AMENDMENT OF AGREEMENT

0This Agreement may be amended by mutual written agreement of the Grantors and the Grantee.

AGREED TO AND ACCEPTED:

BY OWNER/GRANTOR

Date: _____

3/26/09

[Signature]

Unified Government of Wyandotte County/
Kansas City, Kansas

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
CONFIDENTIALITY NOTICE

Facility Name <u>Kansas City Kansas Parks Department</u>	
Facility Address <u>1st + Franklin</u> <u>Kansas City, Kansas 66101</u>	
Inspector (print) <u>Michael W. Tucker</u>	
U.S. EPA, Region VII, 901 N. 5th St., Kansas City, KS 66101	Date <u>3/27/09</u>

The United States Environmental Protection Agency (EPA) is obligated, under the Freedom of Information Act, to release information collected during inspections to persons who submit requests for that information. The Freedom of Information Act does, however, have provisions that allow EPA to withhold certain confidential business information from public disclosure. To claim protection for information gathered during this inspection you must request that the information be held CONFIDENTIAL and substantiate your claim in writing by demonstrating that the information meets the requirements in 40 CFR 2, Subpart B. The following criteria in Subpart B must be met:

1. Your company has taken measures to protect the confidentiality of the information, and it intends to continue to take such measures.
2. No statute specifically requires disclosure of the information.
3. Disclosure of the information would cause substantial harm to your company's competitive position.

Information that you claim confidential will be held as such pending a determination of applicability by EPA.

Refused to Sign MWT 3/27/09

I have received this Notice and <u>DO NOT</u> want to make a claim of confidentiality at this time.	
Facility Representative Provided Notice (print)	Signature/Date

I have received this Notice and <u>DO</u> want to make a claim of confidentiality.	
Facility Representative Provided Notice (print)	Signature/Date

Information for which confidential treatment is requested:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
RECEIPT FOR DOCUMENTS AND SAMPLES

Facility Name	Kansas City Kansas Parks Department
Facility Address	1st & Franklin Kansas City, Kansas 66101

Documents Collected? YES ☒ (list below) NO ☐

Samples Collected? YES ☐ (list below) NO ☒ Split Samples: YES ☐ NO ☐

Documents/Samples were: 1) Received no charge ☒ 2) Borrowed ☐ 3) Purchased ☐

Amount Paid: \$ Method: Cash ☐ Voucher ☐ To Be Billed ☐

The documents and samples described below were collected in connection with the administration and enforcement of the applicable statute under which the information is obtained.

Receipt for the document(s) and/or sample(s) described below is hereby acknowledged:

Unified Government / Industrial liquidators Lease. (5 pages)

~~69 Digital Photographs MW 3/27/09~~

Facility Representative (print)	Signature/Date
Kenneth Moore	3/27/09
Inspector (print)	Signature/Date
Michael W. Tucker	Michael W. Tucker 3/27/09
U.S. EPA, Region VII, 901 N. 5th Street, Kansas City, KS 66101	

(rev:1/20/93)

Notice of Violation Pursuant to Requirements
of the Resource Conservation and Recovery Act (RCRA)

TO: Facility Name: Kansas City Kansas Parks Department
Address: 1st + Franklin
Kansas City, Kansas 66101
EPA ID Number: KSD 981702027 Date: 3/27/09

This notice is provided to call your attention to the following areas of noncompliance with state and federal regulations. This notice does not constitute a compliance order (Administrative Civil Complaint) pursuant to Section 3008 of RCRA and may not be a complete listing of all violations resulting from the the inspection.

<u>Citation</u>	<u>Description of Violation</u>
1) <u>KAR-28-31-4(b)</u>	<u>Failure to perform a hazardous waste determination on waste observed in KCK Parks Building</u>
2) <u>KAR-28-31-4(c)(1)</u>	<u>Failure to update notification</u>
3) <u>KAR-28-31-4(m)(2)</u>	<u>Failure to recycle, treat, or dispose of waste on-site in an acceptable manner</u>
4) <u>KAR-28-31-4(h)(3)</u>	<u>Failure to mark accumulation start date on each container</u>
5) <u>KAR-28-31-4(h)(4)</u>	<u>Failure to mark each container with the words "Hazardous Waste"</u>

You are requested to submit a written response within 14 calendar days of receipt of this notice. Your response should include a description of all corrective actions taken and/or a schedule for completing the necessary corrective actions. The response should be submitted to:

U. S. Environmental Protection Agency, Region VII
ENSV/EFCB
901 N. 5th Street
Kansas City, Kansas 66101
ATTN: Michael Tucker

If you have any questions about this Notice or wish to discuss your response, you may call me at 913-551-7475, or Kevin Snowden (Compliance Officer) at 913-551-7022.

This Notice prepared by Michael W. Tucker Date: 3/27/09

The undersigned person acknowledges that he/she has received a copy of this Notice and has read same.

Printed Name: Robert H. [illegible] Date: 3/27/09
Signature: [illegible]
Title: Is [illegible]

Notice of Violation Pursuant to Requirements
of the Resource Conservation and Recovery Act (RCRA)

TO: Facility Name: Kansas City Kansas Parks Department
Address: 1st + Franklin
Kansas City Kansas 66101
EPA ID Number: KSD 981702087 Date: 3/27/09

This notice is provided to call your attention to the following areas of noncompliance with state and federal regulations. This notice does not constitute a compliance order (Administrative Civil Complaint) pursuant to Section 3008 of RCRA and may not be a complete listing of all violations resulting from the the inspection.

Citation

Description of Violation

- | | |
|--------------------------------|--|
| 6) <u>KAR 28-31-4(h)(2)(A)</u> | <u>Failure to keep containers in good shape and closed during storage.</u> |
| 7) <u>KAR 28-31-4(h)(2)(A)</u> | <u>Failure to conduct weekly inspections of containers for signs of leakage.</u> |
| 8) <u>KAR 28-31-4(g)</u> | <u>Storing hazardous waste for greater than 90 days</u> |
| 9) <u>40 CFR 265.31</u> | <u>Failure to operate facility to minimize the possibility of a fire, or release of hazardous waste.</u> |

You are requested to submit a written response within ²¹14 calendar days of receipt of this notice. Your response should include a description of all corrective actions taken and/or a schedule for completing the necessary corrective actions. The response should be submitted to:

U. S. Environmental Protection Agency, Region VII
901 N. 5th Street
Kansas City, Kansas 66101
ENSV / EFCB
ATTN: Michael Tucker

If you have any questions about this Notice or wish to discuss your response, you may call me at 913-551-7475, or Kevin Snowden (Compliance Officer) at 913-551-7022.

This Notice prepared by Michael W. Tucker Date: 3/27/2009

The undersigned person acknowledges that he/she has received a copy of this Notice and has read same.

Printed Name: Kevin L. Snowden Date: 3/27/09
Signature: [Signature]
Title: Environmental Compliance Officer

Notice of Violation Pursuant to Requirements
of the Resource Conservation and Recovery Act (RCRA)

TO: Facility Name: Kansas City Kansas Parks Department
Address: 1st & Franklin
Kansas City, Kansas 66101
EPA ID Number: KSD 981702027 Date: 3/27/09

This notice is provided to call your attention to the following areas of noncompliance with state and federal regulations. This notice does not constitute a compliance order (Administrative Civil Complaint) pursuant to Section 3008 of RCRA and may not be a complete listing of all violations resulting from the inspection.

Citation

Description of Violation

- | | |
|--|---|
| 10) <u>KAR 28-31-16/40 ref 40CFR</u>
<u>279.22 (2)(3)</u> | <u>Failure to clean up and properly</u>
<u>manage release of used oil.</u> |
| 11) <u>40 CFR 273.13 (8)(2)</u>
<u>new</u> | <u>Failure to properly manage spent lamps.</u> |
| | |
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You are requested to submit a written response within ²¹14 calendar days of receipt of this notice. Your response should include a description of all corrective actions taken and/or a schedule for completing the necessary corrective actions. The response should be submitted to:

U. S. Environmental Protection Agency, Region VII
ENSV/EFCEB
901 N. 5th Street
Kansas City, Kansas 66101
ATTN: Michael Tucker

If you have any questions about this Notice or wish to discuss your response, you may call me at 913-551-7475, or Kevin Snowden (Compliance Officer) at 913-551-7022.

This Notice prepared by Michael W. Tucker Date: 3/27/09

The undersigned person acknowledges that he/she has received a copy of this Notice and has read same.

Printed Name: Kevin Snowden Date: 3/27/09
Signature: [Signature]
Title: Deputy Chief Counsel

Notice of Violation Pursuant to Requirements
of the Resource Conservation and Recovery Act (RCRA)

TO: Facility Name: Kansas City Kansas Parks Department
Address: 1st & Franklin
Kansas City, Kansas 66101
EPA ID Number: RSD 9817 02089 Date: 3/27/09

This notice is provided to call your attention to the following areas of noncompliance with state and federal regulations. This notice does not constitute a compliance order (Administrative Civil Complaint) pursuant to Section 3008 of RCRA and may not be a complete listing of all violations resulting from the inspection.

Citation

Description of Violation

Other Areas of Regulatory Concern

- 1) Storage of Solid Waste without a Permit.
- 2) Failure to manage scrap tires properly.
- 3) Possible friable asbestos.
- 4) Possible PCBs in transformer and ballasts.
- 5) Unregistered pesticides.

You are requested to submit a written response within ²¹14 calendar days of receipt of this notice. Your response should include a description of all corrective actions taken and/or a schedule for completing the necessary corrective actions. The response should be submitted to:

U. S. Environmental Protection Agency, Region VII
ENSV/EFGB
901 N. 5th Street
Kansas City, Kansas 66101
ATTN: Michael Tucker

If you have any questions about this Notice or wish to discuss your response, you may call me at 913-551-7475, or Kevin Snowden (Compliance Officer) at 913-551-7022.

This Notice prepared by Michael W. Tucker Date: 3/27/09

The undersigned person acknowledges that he/she has received a copy of this Notice and has read same.

Printed Name: Harold Davis Date: 3/27/09
Signature: [Signature]
Title: Deputy Chief Counsel



- (1) - Parks + Rec Dept
- (2) Street Dept
- (3) Metal Shed.

2007